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*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

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THE REGISTRATION appeals heard before the Lord Chief Justice and GRANTHAM and WRIGHT, JJ., on Saturday last involved questions arising out of a state of facts of frequent occurrence and occasioning considerable difficulty to revising barristers. They are what are commonly known as "breadwinners' cases"—that is, cases where the voter or claimant resides with his widowed mother in the qualifying premises and supports her and keeps up the home, but has not been recognized as being in the legal position of tenant. *Gillo's case* and *Matthews's case* were in most respects on all fours with each other; in both the mother's name was on the rate-book and the expenses of the home were defrayed by the son out of his earnings. The material distinction between the two was that in *Gillo's case* the mother was the freeholder while in *Matthews's case* the house was held upon a weekly tenancy entered into by the landlord and the deceased father of the voter: it appeared that the father's name still remained upon the landlord's rent-book, and though it was the opinion of the overseers that it was by a mere oversight that the son's name had not been substituted, the evidence on this point was hardly conclusive as to the tenancy being in fact that of the son; the rent, rates, and taxes, were, however, in fact paid by him. The court held, in the latter case, that there was some evidence before the revising barrister that the son was tenant, and this being so, they declined to disturb his finding in favour of retaining the son's name on the register. But in *Gillo's case*, where the mother's ownership of the qualifying premises was proved, it was held that the barrister was not justified in disallowing the objection made to the son's claim to be registered. The question does not appear to have been previously determined in the English courts, but the decision of the Irish Court of Appeal in *McLaughlin* v. *Chambers* (1896, 2 I. R. 497), that the fact that the person claiming as occupier resided in the same house with his landlord did not disentitle the former to be registered, is some authority in favour of the decision in *Matthews' case*: in the Irish case, however, the voter or claimant occupied a separate set of

apartments in a tenement house a part of which was occupied by his landlord: MATTHEWS' claim was founded upon his alleged tenancy of the whole house.

THE DIFFICULTIES which beset the interpretation of the Workmen's Compensation Act, 1897, have been frequently adverted to in the Court of Appeal. The decision in *Wood* v. *Walsh* on Saturday last illustrates rather its capricious application. Amongst the specified employments to which it applies is "employment on, in, or about any building which exceeds thirty feet in height and is either being constructed or repaired by means of a scaffolding or being demolished." The evidence in the case referred to shewed that the workman in respect of whose death the claim was made was killed by a fall from a ladder whilst engaged in work on the outside of a house. The house was of the requisite height. The work consisted in cleaning and painting, and it involved making good defects in the surface with putty or cement before the paint was applied. No scaffolding was used, unless a plank placed by one of the workmen (but not used by the deceased), and resting at one side upon a rung of a ladder and at the other on a window-sill, could be called a scaffolding. The county court judge, on questions of law submitted to him by an arbitrator, held that the house was being repaired by means of a scaffolding, and awarded compensation accordingly. In construing the word "repair" so as to cover the operation above described, the county court judge can hardly be said to have stretched its natural meaning excessively; but to hold that the repairs were being done "by means of a scaffolding" seems to be utterly at variance with the facts. The Court of Appeal held that the decision was wrong on both points. In their view the mere preparation for painting and the painting itself could not be considered to be repairs; and even if they had held otherwise, the absence of anything that could reasonably be treated as a scaffolding was fatal to the claimant's case. The decision no doubt affects a large class of workmen and a large number of accidents, and there certainly seems to be little distinction in principle between a mishap caused by a fall from a ladder planted against a house, and a similar mishap caused by a fall from a scaffolding next door. But the principle underlying the definitions in the Act is far to seek: the judges can only construe the words as they find them, and if there is ground for complaint as to the arbitrary distinctions with which the Act abounds, the blame lies at the door of the Legislature.

A LITTLE game of tactics is frequently played with the two time-fixtures in ord. 21, r. 6, and ord. 30, r. 8, of the Rules of the Supreme Court. The first rule provides that a defendant who has received a statement of claim shall deliver his defence within ten days from the time limited for appearance. If he fails to do this a plaintiff, suing by specially indorsed writ for a liquidated demand may enter judgment in default (ord. 27, r. 2, and ord. 30, r. 1 (5)). Now, ord. 30, r. 8, provides that if a plaintiff does not within fourteen days after appearance issue either a summons under order 14, or a summons for directions, the defendant may apply to dismiss the action. In such a case, therefore, the defendant becomes liable to judgment on the eleventh day after appearance if he neither delivers a defence nor obtains extension of time. It is obvious, too, that if he obtains extension of time for a week, the plaintiff's time for issuing a summons for directions will expire while the defendant's time for defence is running, and the plaintiff will find himself in a tight corner supposing he cannot swear that the defendant has no defence and therefore cannot apply under order 14. If on the fourteenth day after appearance he issues his summons for directions, he deprives himself of his right to sign judgment in default of defence. If he does not issue his summons for directions, the defendant issues a summons to dismiss the action under ord. 30, r. 8. On the hearing of the summons to dismiss, the plaintiff says that he gave the extension of time without any intention of relinquishing his right to take judgment in default after its expiration. The defendant says he obtained the extension for the express purpose of stopping judgment in default and in order to have the action dealt with by order for directions. The master can, of course, easily put matters straight between the parties, because ord. 30, r. 8, gives him power to give directions on the application to dismiss. He can therefore order defence to be delivered in a week, and extend the plaintiff's time for summons for directions until four days after time for defence. This will restore to the plaintiff his right to enter judgment in default of defence if none delivered. In the meantime the defendant has gained at least a fortnight's time, and possibly gets his costs of the summons to dismiss, or at the worst gets them made costs in the cause, for he has played the game in strict accordance with the rules. We have no desire to spoil sport, but we may, perhaps, be pardoned for giving a plaintiff so placed a point by way of suggestion. When a defendant writes to the plaintiff, under ord. 64, r. 8, for extension of time for defence, the plaintiff would do well to make his consent to such extension contingent on the defendant's consent to a similar extension by one week of the time for issuing a summons for directions. If that were done this little game of tactics could not be played.

THE DECISION of the House of Lords in *Laceby* v. *Lacon & Co.* is one of very great importance to brewers and other owners of public-houses, and is calculated to do them very serious injury. Stated shortly, the facts were as follows: The appellant was the tenant of the respondents, under a lease shortly to expire, of a house called the "Five Alls," in respect of which he had an off-licence. He was also the owner of a house next door. At the general annual licensing meeting for the Wandsworth Division in 1897, he applied for, and obtained, a renewal of the licence he held. He then applied for a new licence in respect of the house next door. This the justices consented to grant on condition he would give up his licence for the "Five Alls." He accepted the condition, gave up the licence, and took the new licence in respect of his own house. Now, it is provided by section 50 of the Licensing Act, 1872, that before an order can be made authorizing a licence to be removed from one house to another, a copy of the notice of the intended application must have been served upon the owner of the house from which the licence is to be removed. There is, however, no law to prevent a licence-holder from surrendering his licence, and the discretion of justices in granting or refusing new licences is absolute. The owners of the "Five Alls" had had no notice of the intended applications, and very naturally objected to their house being deprived of its licence in this way. Accordingly, they applied for, and obtained, *a certiorari* quashing the order made by the justices. The decision of the Queen's Bench was upheld unanimously by the Court of Appeal, and is reported under the name of *The Queen* v. *Thornton* (1898, 1 Q. B. 334). The Lords Justices held that where a person who holds one licence applies for a licence for other premises with the intention of abandoning the old premises and transferring his business to the new, that is a case of removal of a licence within section 50, and therefore it can only be carried out if notice of the intention to make the application has been given to the owner of the house from which the licence is to be removed. They also refused to consider the form merely of the order, and looked only to the substance. In substance, they agreed, the licence was removed by the order from the "Five Alls" to the house next door. This decision bears the stamp of common sense, and is only common justice. As far as the parties interested are concerned, there is, in effect, no kind of difference between removing a licence from one house to another and granting a new licence on condition that an existing one is surrendered. The House of Lords, however, takes another view, and has now overruled the decisions of the Queen's Bench Division and the Court of Appeal. The Lord Chancellor said that this was not a removal order, and that the Legislature never meant to fetter the discretion of the justices in granting new licences by allowing any weight to the veto of the owner of other premises. It is very hard to reconcile this judgment with any principle of justice. The respondents had purchased the "Five Alls" as a licensed house for over £10,000, but without the licence the house was worth very little, probably only a few hundreds. The other house unlicensed was worth very little, but with a licence is probably worth as much as was given for the "Five Alls." So

that the justices by a stroke of the pen gave the appellant a present of a handsome sum of money out of the pockets of the respondents, and the House of Lords has approved of the transaction. Five judges of the Supreme Court were unanimous in preferring the substance to the form. Four judges of the House of Lords have corrected them, and the only explanation is that their lordships prefer the form to the substance.

It would be manifestly improper to give any opinion as to the truth or falseness of the allegations contained in the statement of claim in the pending action of *Burrows* v. *Rhodes and Jameson*. The point has, however, been argued before the Queen's Bench Division whether or not the statement of claim disclosed any cause of action by the plaintiff against the defendants. For the purposes of the demurrer, therefore, it must be assumed, as set out in the claim, that the plaintiff was induced to serve as a trooper in the "Jameson Raid" by false representations made to him by the two defendants that the expedition was sanctioned by the Government, that the intended operations were lawful, and that women and children at Johannesburg were in danger of massacre; also that he believed these representations and consequently entered the service of the defendants and was seriously injured and maimed. The defendants argued that, as the expedition was unlawful under the Foreign Enlistment Act, 1870, and as it is provided that every person employed in any capacity in such an expedition is guilty of an offence against the statute, *mens rea* need not be proved, and the plaintiff was debarred by his own criminality from obtaining any remedy against his fellow criminals. In fact it was argued that the case is merely an example of the well-known rule established by *Merryweather* v. *Nixon* (2 Sm. L. C. 569), that there is no contribution between joint tort-feasors. In commenting upon this case, however, in *Adamson* v. *Jervis* (4 Bing. 72), Best, C.J., said that "the rule is confined to cases where the person seeking redress must be presumed to have known that he was doing an unlawful act." There are some cases in which, on grounds of public policy, a person is responsible criminally for his acts even though the *mens rea* is absent. It may be that anyone serving, in even the humblest capacity, in an expedition like that led by Dr. Jameson is in that position. But even if he is, (it is submitted) he is only estopped from proving the absence of a guilty mind in proceedings under the Act; in any other proceedings he is entitled to rely upon his innocence. No doubt everyone who joins in an act which is wrong in itself is presumed to be guilty, but if the act is wrong only because it is forbidden, the presumption is much less strong. The plaintiff was, according to the statement of claim, under officers bearing Her Majesty's commission, and he was led to believe that he was fighting lawfully for his country. If he might reasonably have believed the representations made to him, he can hardly be presumed to have a guilty mind because he joins in an act of war against a foreign State under such circumstances. The act of war was not a crime in itself, though it was forbidden by statute. Under such circumstances it is unreasonable to presume that a private soldier must know that he is doing an unlawful act. If, therefore, he can shew that he was acting innocently, under the *bond fide* belief that he was doing a perfectly lawful act, he has his remedy against those by whose deception he was led into a position of great danger and suffered great damage. This was the result come to by the Queen's Bench Division in the recent case.

It has hitherto been a moot point whether a mortgagor who is seeking to redeem the mortgaged property, many years' interest being in arrear, is entitled to do so upon payment of six years' arrears only, or whether the mortgagee can hold the property as security for the full arrears of interest. Wigram, V.C., both in *Du Vigier* v. *Lee* (2 Hare 326) and *Sober* v. *Kemp* (6 Hare 155), was of opinion that only six years' interest could be claimed. "It has always appeared to me," he said, "that the terms on which a mortgagor or those claiming under him are entitled to redeem must be the same, whether they are to be ascertained in a suit for redemption or for foreclosure." The limitation of the amount of interest depends, however, upon section 42 of the Real Property Limitation Act, 1833, and under the terms of that section the limitation applies only when the mortgagee is seeking to recover the interest: "No arrears of interest in respect of any sum of money charged upon any land . . . shall be recovered by any distress, action, or suit but within six years, &c." But in a redemption suit a mortgagee is not seeking to recover anything. He simply resists the right of the mortgagor to redeem except on payment of all that is due to him; and since section 42 only bars the remedy, without extinguishing the debt, the amount due includes all the arrears of interest. It is the same where the mortgagee has sold the property and claims to retain the sum due to him out of the proceeds of sale, and this case was decided in the mortgagee's favour by Kindersley, V.C., in *Edmunds* v. *Waugh* (L. R. 1 Eq. 418), and also by Kay, J., in *Re Marshfield* (34 Ch. D. 721). These cases may be taken to have overruled the earlier case of *Mason* v. *Broadbent* (33 Beav. 296), where Romilly, M.R., held that a mortgagee could only have six years' arrears although the proceedings were brought by the mortgagor, and in principle they are in conflict with the opinion of Wigram, V.C., quoted above. Although, therefore, they only settled that where the mortgagee has in his hands the proceeds of the mortgaged property he can retain thereout the whole sum which is due to him, including all arrears of interests, yet the same rule has now been applied by Byrne, J., in *Dingle* v. *Coppen* (47 W. R. 279) to the ordinary case of a redemption action. Whether, therefore, a mortgagee has realized the mortgaged property under his power of sale, or whether he is defending a redemption action, section 42 of the Act of 1842 offers no bar to his obtaining payment in full of his arrears of interest.

In the case of *Re Piercy, Whitwham* v. *Piercy*, the Court of Appeal have reversed the decision by which North, J. (42 Solicitors' Journal, 716) restrained a person claiming under Italian law to be entitled to land in Italy from disputing in an Italian court the correctness of a judgment given by North, J., on Italian law. On the face of things it is not easy to understand how such a restraint could ever have been imposed. Of course it frequently becomes necessary for English tribunals to decide questions of foreign law, and they have to do so as best they can upon such evidence of the foreign law as is given by experts. But where the claim relates to land situate abroad, the execution of the judgment can only be effected by the instrumentality of the foreign court, and it is natural that any person interested, who disbelieves in the accuracy of the judgment, should wish to contest it in the foreign court. In the present instance, a will purported to direct real estate in Italy to be sold. It was contended that some of the provisions of the will were contrary to Italian law, and that there was an intestacy. North, J., overruled this contention, and ordered a sale. The persons interested in carrying this order into effect sought to have it registered in Italy. R. C. Piercy, who was entitled to the land in the event of an intestacy, opposed the registration, and the Italian court refused to register. The object of the present proceedings was originally to compel R. C. Piercy to withdraw his opposition, and to concur in obtaining a reversal of the Italian judgment. But the Italian judgment had already been set aside in R. C. Piercy's absence and a new trial ordered, and his present application in the Court of Appeal was for permission to defend at the new trial. Upon the ground that R. C. Piercy's rights were at stake, and that the proper tribunal to determine them was the Italian court, this permission has now been given. In effect, therefore, any judgment given in England on foreign law which has to be registered abroad is subject to appeal to the foreign court; an appeal, that is, from a court which can only guess at the law to a court which knows it, which seems reasonable enough.

The death is announced of Mr. Philip Dyke, for some years clerk to Sir Francis Jeune, and before that clerk to the late Sir James FitzJames Stephen.

THE SYSTEM FOR MAKING RULES OF THE SUPREME COURT.

III.—Some Neglected Requirements of the Public.

Referring first to our previous article (*ante*, p. 326), we have to thank Mr. Glaisyer, the District Registrar at Birmingham, for his letter, which will be found in another column, pointing out that where money is paid on account before issue of a summons under order 14 there is no necessity for a plaintiff to amend by reducing the amount of his claim. We find that our correspondent is right, and that the practice as laid down in the Irish case he mentions prevails also in London. Our remarks, however, describing the deadlock caused by the conflict between order 30 and order 28, are not affected by the fact that the example we selected of reduction of claim by payment since action was not well chosen. Amendment, it is true, is not in that case requisite. But the fact remains that whenever from any cause a plaintiff requires to amend his writ after appearance and before proceeding under order 14 by reducing his claim, the deadlock we have pictured is created precisely in the way described, and the plaintiff must begin *de novo* if he wishes to proceed under order 14, solely because order 30 suspends the operation of ord. 28, r. 2, between the entry of appearance and the issue of a summons for directions.

It is not our intention to put forward a plea for the application of new principles and the adoption of new methods of procedure. The principles on which our legal procedure is based are the result of centuries of gradual growth and development, and we are far from desiring to see them changed for new ones. But we do plead strongly for better machinery for their development to keep pace with the growing requirements of an increasing population, which is becoming more and more intolerant of delay in all its business concerns. The purpose underlying recent changes in procedure has been to cheapen the cost of legal proceedings. We say nothing against that purpose, but it is obvious that the most effective way to accomplish it, and at the same time to expedite the course of procedure, is to remove from the code of rules regulating procedure all the hindrances and causes of friction which it contains, and which cause needless waste of time and money. In dealing, therefore, with some of such defects in the existing code of rules we do so in the hope that when that code comes to be revised the necessity for improving it at the same time in the directions indicated may not be overlooked.

Amendment of Proceedings.—The rules and practice of the court as to amendment of a writ of summons are in an unsatisfactory state, and much avoidable delay is the natural consequence. Order 28, which deals with amendment generally, makes no reference to amendment of the writ either before or after service. It deals with amendment of pleadings and contains a general expression of the inherent power of the court to amend any of its proceedings at any stage, but it is silent as to the requirements necessary to obtain leave to amend a writ of summons, or originating summons. The rule of practice with regard to amendment of a writ is that before it has been served on any of the defendants leave may be obtained as a matter of course and *ex parte*. But when once any defendant has been served, leave can only be obtained on summons, however trivial the amendment may be. We have already dealt with the disturbing effect of order 30 on amendment under ord. 28, r. 2, and need not, therefore, touch on that point again. Independently of that difficulty, however, there is a great need of an alteration of order 28 in the direction of placing more power in the hands of the masters to order amendment on *ex parte* application. We will give some instances where the absence of power to grant leave *ex parte* to amend the writ after service presses very hardly on plaintiffs and puts them to serious and unnecessary expense. In an action for recovery of land a final judgment for possession can only be obtained after every defendant sued has made default of appearance, or been otherwise made liable to judgment. It is a common feature of this kind of action that it has to be brought against all the tenants, and sometimes there may be a dozen or twenty occupiers of small tenements, all of whom must be brought to judgment before final possession can be obtained. It frequently happens that there is difficulty in obtaining their proper names, and after all but one or two have been served, the plaintiff finds it necessary to amend the name of one of them or to strike one out. It would clearly be just and expedient that the master should have power to alter the title of the writ with respect to any defendant not served, without putting the plaintiff to the necessity of issuing a summons and serving it on all the other defendants. At present he has no power to do so, and all the useless trouble and expense of a summons and a number of services has to be incurred in order to obtain leave to amend the writ.

Again, trouble and delay constantly occur where defendants are added under ord. 16, r. 11, and ord. 17, r. 4. Orders to add parties under these rules may be obtained *ex parte*, unless the master directs a summons to issue. In the Chancery Division they are generally obtained on petition of course. But ord. 16, r. 13, provides that where a defendant is added, the plaintiff shall amend the writ and serve it on the new defendant. In order to amend his writ the plaintiff must issue a summons to amend. It is a purely technical formality, and a trifling alteration in the rules would give every order to add a defendant the force of an order to amend, and the delay and expense of obtaining the additional order to amend would be saved. No possible harm to anyone could result from this change, because not only must the added defendant be served with the amended writ, but also every other defendant.

A new rule is much needed dealing with amendment of the writ or originating summons, and we fail to see what objection there could be to give the "court or a judge" power to order amendment of the writ on an *ex parte* application at any stage of the proceedings, unless he directed a summons to issue. Every defendant must be served with the amended writ, therefore nothing could be done on it without his knowledge. At any rate there ought to be free power to amend *ex parte* after service and before appearance.

A Development of Order 14.—Procedure under order 14 is in admirable working order, and in suggesting a slight extension of it we are fully alive to the necessity of avoiding the slightest risk of impairing the benefits it confers on litigants. There is, however, one direction in which it might be altered with advantage without incurring any such risk. In order to obtain the benefits of order 14 the writ must be specially indorsed within ord. 3, r. 6, and the terms of that rule forbid the inclusion of any claim except a liquidated demand or recovery of land, with or without mesne profits, by a landlord against a tenant whose term has expired or been duly determined by notice to quit. If a plaintiff has a claim against a defendant which consists partly of a liquidated demand, and partly of an unliquidated demand for detention of goods or damages or an account, he cannot proceed under order 14 for his liquidated demand unless he brings two separate actions, one for his liquidated claim only and one for the other part of his claim. There does not appear to be any valid reason why a plaintiff so situated should not be entitled to bring one action for the whole of his claim against the defendant and specially indorse his writ as to the liquidated portion of his claim, adding on the same writ a separate claim for the remainder, without thereby losing the advantage of summary procedure under order 14 as to the specially indorsed part of his claim. Procedure under Order 14 would not be thereby disturbed, and the cost of a second action would in many cases be avoided. When such a case came before the master under order 14 he would either give judgment for the liquidated claim, with costs in any event, which means that they would be reserved to the credit of the plaintiff on the general taxation at the conclusion of the action, or he would give leave to defend as to the liquidated claim, in which case the whole action would proceed to trial under the direction of the master.

Signing Judgment on Award under Submission.—Prior to the Arbitration Act, 1889, the successful party to an arbitration was entitled to make the submission a rule of court, and having done so he could proceed without any order to enter judgment in accordance with the award. By section 12 of the Arbitration Act, 1889, an award under submission may by leave be enforced as a judgment or order to the same effect. There is no doubt that this section was intended to preserve to a successful party to an arbitration out of court the full benefits of the older

practice, without putting him to the necessity of entering judgment. The rules under the Arbitration Act, which were issued in December, 1889, and are now embodied in the Rules of the Supreme Court, 1883, were unfortunately silent as to how an award under submission was to be enforced. The consequence is that a successful party to such an award has been inadvertently deprived of the right he hitherto possessed to enter a judgment on his award. He can issue execution on his award, but the award cannot be turned into a judgment. The successful party, therefore, cannot extend its operation to Scotland or Ireland under the Judgments Extension Act; nor can he sue upon it in foreign or colonial courts as upon a judgment. Prior to 1889 he could do all of these things, and inasmuch as this right was taken away without intention, it ought to be restored.

Service of Originating Summons and other Proceedings Out of the Jurisdiction.—On the 28th of November, 1893, the Rule Committee issued a batch of rules allowing service out of the jurisdiction of originating summonses and certain other proceedings subject to the provisions regulating service of writs of summons. These rules came into force on the 1st of January, 1894, and remained in force for ten days. It then became apparent that certain objections from Scotland to service in that country of any process other than a writ of summons had prevailed in high political quarters. A meeting of the Rule Committee was summoned, and the rules of November, 1893, as to service out of the jurisdiction of originating summonses and other proceedings were hastily repealed. Since that curious and striking occurrence we have been able to demonstrate (see vol. 41, pp. 123, 183, 218, 268) that the objection, raised presumably by Scotch members of Parliament, was one which ought never to have been entertained, because the Scottish courts had long been accustomed to freely permit summonses issued in Scotland to be served on English parties in England, and moreover had never raised any objection to the service in Scotland of originating summonses issued in Ireland under rules of the Irish Supreme Court which had been in force for years and were precisely similar to those which our Rule Committee allowed themselves to be persuaded into hastily repealing. This convenience actually granted to English litigants and unwarrantably withdrawn ought to be restored.

Rules as to Service and Delivery.—These rules ought to be all brought together in one place in the code, and moreover, they require thorough revision. They are at present dealt with in orders 9, 10, 19, 48A, and 67 and are defective and confusing. The terms "delivery" and "service" are frequently used to denote the same thing, and it would greatly simplify matters if the several kinds of service provided for were particularized by distinct phrases which would clearly indicate what is intended to be conveyed. The different kinds of service are: (1) Personal service, (2) substituted service, (3) service at the address for service, (4) service by filing in default. The rules as they stand are defective, as they do not define personal service; nor state what documents require personal service (*e.g.*, there is no rule which requires personal service of an originating summons).

Then as to the evidence required in proof of service. On a recent occasion (*ante*, p. 186) we dealt at some length on the impossibility of obtaining affidavits in proof of service in foreign countries where oaths have been by law abolished. This matter ought to be properly dealt with in our code of rules, in some such manner as we have there suggested.

Remission to the County Court of the Residue of an Action.—The system under which the residue of an action is remitted to the county court is a serious blot on the procedure of the High Court. It is a constant cause of injustice to plaintiffs and opens the door to frauds on the court against which it ought to protect itself. What happens is this: A plaintiff obtains judgment under order 14 for part of his claim, leave to defend being given as to the residue upon an affidavit by the defendant setting up some plausible, but possibly fictitious, ground of defence. The defendant demands remission to the county court. If the residue of the action, which is often for a trifling sum, could be tried before the master instead of being remitted to the county court the fictitious defence would never be set up. The defendant's motive in demanding remission is to keep the plaintiff from getting the residue of the debt, and any costs at all for a month or six weeks. In the majority of cases the defendant does not appear in the county court at all. The plaintiff is delayed a month at least, and then it transpires that but for the fraudulent and fictitious defence of the defendant, the plaintiff would have obtained judgment in the High Court for the whole claim. It is a confession of weakness on the part of the High Court to send these portions of its actions to the county court, and it causes delay and increases costs for no good purpose whatever.

The Re-issue of Subpœnas.—An unnecessary hardship is inflicted on parties to actions which go to trial. A rule of practice exists which limits the duration of a *subpœna* to the "sittings or assize for which it is issued." The effect of this is that when a case is due to come on towards the end of one sittings, and all the *subpœnas* are issued and served, and the case cannot be heard in that sittings, all the *subpœnas* have to be issued and served again. This regularly happens every sittings, and the regulation operates with great hardship in a considerable number of actions.

The hardship does not even end there, for when a case comes on in court and all the witnesses have been brought there on *subpœna*, and the action is referred to an official or special referee, it seems an unnecessary tax upon the parties to have to issue fresh *subpœnas* before the referee.

It is highly desirable that a *subpœna* should stand good for the action, no matter when it comes on, and no matter how or where it is finally disposed of by the court.

Space will not permit of our stating in detail other desirable improvements which might be made in the rules. We will merely mention shortly a few of them.

There is no reason why the rule allowing a writ of summons to be renewed should not apply also to an originating summons.

There is no reason why the rule allowing the issue of a concurrent writ of summons should be limited to a year. It would be an improvement to allow a concurrent writ to issue at any time during the life of the original writ either before or after renewal. The rule as to a concurrent writ might be usefully applied to an originating summons.

The rule requiring assessment of the value of a chattel recovered by a judgment in *detinue* before a writ of delivery is issued causes useless delay and expense where the plaintiff seeks only to recover the chattel and not its assessed value. If a plaintiff suing on a hiring agreement desires to recover possession of a piano, for example, he obtains judgment for return of the chattel, and desires only a writ of delivery to get the piano. Although there is a statutory form of writ of delivery without leaving the defendant the option of retaining the chattel by paying its assessed value, the rules actually perpetrate the absurdity of requiring an order for issue of that writ to be preceded by assessment of the value of the chattel. Such useless hindrances are thrown in the way of execution by writ of delivery that that most valuable process has been nearly smothered out of existence by red-tape.

An order made by the House of Lords on final appeal is, by some extraordinary oversight, incapable of being enforced in the High Court. Such an order ought to be registered as of course in the High Court, and thereupon be enforceable by process of execution.

We do not pretend to have given all the improvements required in the working code of Rules of the Supreme Court, but we claim to have shewn in the above remarks that our existing code has not been kept up to date with the legitimate requirements of the public. The reason, no doubt, is that the Rule Committee are so completely out of touch with the practical work of procedure that they remain in ignorance of what the requirements of the public are. It is not their fault. It is the fault of the system under which they work.

At the Clerkenwell County Court, on Thursday, before his Honour Judge Edge, says the *Pall Mall Gazette*, an action was heard in which documentary evidence played a leading part. His honour called for a document. The solicitor: I have not got it here, but I can prove it by a witness. His Honour: Oh no, no; I cannot allow that. I may say that I am losing the little faith I did have in the word of men and women. Let me have documents, and then I haven't got to say who is telling an untruth.

REVIEWS.

BOOKS RECEIVED.

The Law relating to Public Health and Local Government: being the Public Health Act, 1875, and other Statutes affecting District Councils, with the Decisions of the Courts relating thereto, and the Orders, Regulations, &c., of the Local Government Board. By the late WILLIAM CUNNINGHAM GLEN, **Barrister-at-Law, and by the Editor of the present edition. Twelfth Edition. By** ALEX. GLEN **M.A., LL.B. (Cantab.), Barrister-at-Law. Including the Local Government Act, 1894, and the Statutes and Orders relating to the Election of District Councils. By A. F.** JENKIN, **Barrister-at-Law. Two Volumes. Knight & Co.**

The Election of Guardians, District Councillors, London Vestrymen, and Auditors under the Local Government Act, 1894; with the Rules made thereunder and all the Statutes required during the Election: being the Second Edition of the Election of Guardians and District Councillors. By F. ROWLEY PARKER, **Solicitor and Parliamentary Agent. Knight & Co.**

Cardiff Records: being Materials for a History of the County Borough from the earliest times. Edited by JOHN HOBSON MATTHEWS, **Archivist to the Corporation of Cardiff. Prepared by authority of the Corporation under the direction of the Records Committee. Vol. I. Elliot Stock.**

The Law List, 1899, comprising the Judges and Officers of the Courts of Justice, Counsel, Special Pleaders, Conveyancers, Solicitors, Proctors, Notaries, &c., in England and Wales; the Circuits, Judges, Treasurers, Registrars, and High Bailiffs of the County Courts; Metropolitan and Stipendary Magistrates, Official Receivers under the Bankruptcy Act, &c. Published by the authority of the Incorporated Law Society of the United Kingdom. Completed so far as relates to Special Pleaders, Conveyancers, Solicitors, Proctors, and Notaries, by J. S. PURCELL, **C.B., Controller of Stamps and Registrar of Joint-Stock Companies, and published by the authority of the Inland Revenue. Stevens & Sons. Price 10s. 6d. net.**

Journal of the Society of Comparative Legislation. Edited for the Society by JOHN MACDONELL, **Esq., C.B., LL.D., and** EDWARD MANSON, **Esq. New Series. No. 1, March, 1899. John Murray.**

CORRESPONDENCE.

SUMMONS UNDER ORDER 14.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Has not the writer of the second article on the System of Rule Making (p. 327) rather overstated his case in saying "that the defendant having paid part of the debt since action brought, plaintiff must amend his claim *on the writ before* issuing his summons under order 14"?

At all events in this registry we have long accepted as sufficient an affidavit which verifies the cause of action and the amount claimed on the writ and gives credit for payment made after action brought.

The statement of the writer of your article, however, made me re-read ord. 14, r. 1, when I was confirmed in my view that our practice was correct, and rejoiced to find it supported by the authority of the White Book, and the case there quoted of *Scott* v. *McMullen* (14 Irish Times 26). HENRY GLAISYER, District Registrar.

District Registry, High Court of Justice,
Birmingham, March 21.

[See observations in Leader.—ED. *S.J.*]

ADJUDICATIONS FOR STAMP DUTY.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I am very glad to read your remarks as to the Commissioners of Inland Revenue in last week's paper.

I do not know whether you are aware of the fact, but in adjudicating documents for stamp duty the commissioners are in the habit of being guided by the light of subsequent events (see the cases of *The West London Syndicate* v. *Commissioners of Inland Revenue* (42 S. J. 133) and *Chesterfield Brewery Co.* v. *Commissioners of Inland Revenue* (*ante*, p. 128), both reported in your paper). I was the solicitor for the West London Syndicate in the former case, and should like to have carried it to the House of Lords, which seems to be the only tribunal now capable of taking a fair view of questions between the Crown and the subject.

I suggest that a society should be formed to contest these unjustifiable claims of the Inland Revenue.

ARTHUR E. GRIFFITHS.

5, Bedford-row, Holborn, London, March 22.

CASES OF THE WEEK.

House of Lords.

LACEBY *v.* **LACON & CO. (LIM.).** 20th March.

LICENSING LAW—LICENCE—ORDER FOR NEW LICENCE ON CONDITION—REMOVAL—LICENSING ACT, 1872 (35 & 36 VICT. c. 94), s. 50.

This was an appeal from an order of the Court of Appeal (A. L. Smith, Chitty, and Collins, L.JJ.), reported *sub. nom. Reg.* v. *Thornton and Another* (46 W. R. 241; 1898, 1 Q. B. 334), affirming a judgment of the Divisional Court (Cave and Ridley, JJ.) granting a writ of *certiorari* to bring up and quash an order made by licensing justices. In March, 1897, G. C. Laceby was the holder of a licence in respect of the "Five Alls" public-house at Battersea for the sale of beer, wine, and spirits to be consumed off the premises, and he was also the holder of a similar licence in respect of the cellar of the adjoining premises, No. 2, Abercrombie-street. It appeared that in 1890 the then holder of the licence for the "Five Alls," finding his premises insufficient, arranged to take the cellar of No. 2, Abercrombie-street, and obtained a separate licence in respect thereof, and since that time the two licences had been renewed from year to year. Before the general annual licensing meeting for the Wandsworth Division, which was held on the 5th of March, 1897, Laceby gave notice of his intention to apply for renewals of the two licences, and also gave notice of his intention to apply for a licence for the whole of the house, No. 2, Abercrombie-street. The justices having granted the application for renewals of the old licences the applicant proceeded to make his application for the new licence, which was adjourned. At an adjourned meeting the justices asked the applicant whether he would give up his licence for the "Five Alls" if they granted him the new licence. He agreed, and thereupon the justices made an order granting him a licence for the sale of beer, wine, and spirits, to be consumed off the premises, in respect of No. 2, Abercrombie-street, subject to the condition of his giving up the licence which he held in respect of the "Five Alls." The Court of Appeal held that there was no jurisdiction to make this order. The applicant appealed.

THE HOUSE (Earl of HALSBURY, L.C., Lords WATSON, MACNAGHTEN, and MORRIS) allowed the appeal.

Earl of HALSBURY, L.C., said: In the court below two of the judges, I think, were of opinion that this was really doing by an indirect way what the Legislature forbade. The Legislature had provided in cases of removal for the interest of the landlord by making the landlord's assent a condition of permitting removal. But upon careful examination of the statute I have come to the conclusion that section 50, whatever may have been its original design, provided no machinery which could effectually prevent the grant of a new licence. The Legislature never contemplated that such a bar should be placed on the jurisdiction and discretion of magistrates as would be implied if the mere refusal of the owner could prevent the exercise of such discretion. I could understand that when there was a current licence the Legislature would prevent the sacrifice by the tenant of the landlord's interest. But this was not a removal order, and if in such a case as this the Legislature intended that the landlord should be represented, it should have so enacted. But all that the Act of 1872 or the other Acts had done was to grant an absolute unfettered discretion to the magistrates, and it would be a singular result of such legislation if upon the grant of a new licence, though the magistrates had an unlimited discretion, the mere veto of the owner of the originally licensed premises should be a bar to the grant to the tenant of a licence in respect of other premises. In the present case the justices had done nothing which they were not at liberty to do. It had been ingeniously pointed out by counsel for the respondents that the result was the same as if this had been a removal order. But, in fact, this was not a removal order; the magistrates were not asked for an order of removal, and they did not for a moment suppose they were making such an order; and all they did was within their jurisdiction. In such a case the form was part of the substance; and it was of no avail to urge that the result was the same as if there had been a removal order. They were within the iron framework of the statute. The question of *certiorari* therefore did not arise; whether or not that was the proper remedy in such cases as this I express no opinion. But for *certiorari* there must have been an error in the proceedings; but here there was no error.

Lord WATSON said in this case the only question was whether an order to remove a licence from one set of premises to another had been pronounced. Such an order was never contemplated by the parties. It was not enough that the action of the justices would be attended with the same results as if a removal order had been made.

Lords MACNAGHTEN and MORRIS concurred, and the decision of the Court of Appeal was consequently reversed, with costs here and below.—COUNSEL, *Bosanquet*, Q.C., and *J. C. Earle*; *Lawson Walton*, Q.C., *Foote*, Q.C., and *Travers Humphreys*. SOLICITORS, *W. Young & Son*; *W. Taylor*.

[Reported by C. H. GRAFTON, Barrister-at-Law.]

COWLEY *v.* **COMMISSIONERS OF INLAND REVENUE.** 14th March.

INLAND REVENUE—ESTATE DUTY—SETTLED PROPERTY—VALUE OF PROPERTY PASSING ON DEATH—MORTGAGE CREATED BY TENANT FOR LIFE AND REMAINDERMAN—ANNUITY CHARGED ON ESTATES IN FAVOUR OF REMAINDERMAN DURING LIFE OF TENANT FOR LIFE—FINANCE ACT, 1894 (57 & 58 VICT. c. 30), ss. 1, 2, 7.

Appeal from an order of the Court of Appeal (A. L. Smith, Rigby, and Collins, L.JJ.), reported 46 W. R. 222 [1898] 2 Q. B. 355. A petition was filed by the third Earl Cowley pursuant to rule 1 of the Supreme Court made under section 10 of the Finance Act, 1894, for the determina-

tion of the amount of estate duty payable upon the estate of the second Earl Cowley, who died on the 28th of February, 1895. The Mornington estates were settled upon the second Earl Cowley for life with remainder to his son (the third earl) in tail. The second earl had mortgaged his life interest therein in 1868. By a disentailing deed executed by the second earl and the present appellant on the 14th of January, 1887 (and duly enrolled) the estate tail of the third earl in the settled property was barred, and the settled property limited to such uses as the second earl and his son (the third earl) should jointly appoint, and in default of appointment to the use of the second earl for life by way of restoration of the life estate vested in him immediately before the execution of the disentailing deed, with remainder to the third earl in tail, with remainders over. The father and son in 1888 joined in creating mortgages whereby, in exercise of the powers given to them by the disentailing deed they appointed, and by virtue of their estates and interests, conveyed all the settled property in fee simple to the mortgagees to secure £230,000. Of this sum nearly £198,000 was paid to or on behalf of the second earl, and some £30,000 to or for the appellant. By a deed of resettlement, subsequently executed, and which completed as between the second and third earl the arrangement under which the £230,000 was borrowed, it was provided that the third earl should receive during the life of the second earl certain annuities, which at the death of the second earl amounted to £3,000 a year, and that as between the second earl, his trustees, executors, and administrators, and the third earl, his heirs, executors, and administrators, the second earl should during his life be primarily liable for the repayment of the interest on the mortgage debt. The second earl died on the 28th of February, 1895, and the appellant lodged a statement and valuation of the amount upon which he was liable to pay duty under the Finance Act, 1894. The Commissioners of Inland Revenue disallowed the deduction of the £230,000 with which the settled estates had been charged, and also of the capital value of the annuity of £3,000. Upon the petition coming before the Divisional Court (Pollock, B., and Bruce, J.), reported 45 W. R. 538; 1897, 2 Q. B. 47, they allowed the deduction of the £230,000, but not the capitalized value of the annuity of £3,000. The Court of Appeal reversed this decision as regards the deduction of the £230,000 only. Upon appeal to this House, their lordships unanimously reversed the order of the Court of Appeal on the main contention, holding that the deduction of the sum of £230,000 with which the settled estates had been charged was a lawful deduction. On the minor question, the decisions of both the Divisional Court and the Court of Appeal were upheld.

Earl of HALSBURY, L.C., said: The question in this case is upon what property the duty is payable by the appellant under the Finance Act, 1894. That statute enacts in the first section that certain duties shall be levied and paid upon the principal value of all property, real or personal, settled or not settled, which passes on the death of a person dying after the commencement of the Act. The second Earl Cowley died possessed of the equity of redemption of certain estates, and the appellant, to whom that property had passed, is undoubtedly liable to pay the duties ascertained in the specified manner. It does not appear to me that that question is a very difficult one. What I have described as the equity of redemption is undoubtedly the true description of the property, and what passed upon the death of the second earl to the third earl was the equity of redemption. How the value of that is to be ascertained is for this purpose unimportant. The thing which is liable to duty is that property, and no other thing. For the purposes of my opinion I discard all reference to the seventh section, which is only applicable to the mode of determining the value of an estate, whatever that estate is, and if I am right that the estate which the second earl possessed and which came to the third earl by the second earl's death was nothing but an equity of redemption, we have nothing to do with allowances or the series of enactments upon that subject. I have great difficulty in following the reasoning by which in the Court of Appeal it has been held that one is at liberty to go back to the history of the property to which the third earl succeeded, and to split up that property into the different interests of which it was orginally composed. If I may trace out in this case the life estate and the remainder in fee or in tail, I do not know how far back in the history of the property in question I may be entitled to go, nor am I quite certain what is intended to be effected by such an inquiry. There is no part of the Finance Act which appears to me to give ground for such an investigation. It would seem to me to be a very pertinent question to ask whether the deeds which were executed in 1887 by the late earl and the appellant did or did not operate as they purported to operate or not, and, if not, why not? But, if they did, what prevented the appellant and his father granting a mortgage to the Prudential Co. upon the settled estates? What was done with the money seems to me to be immaterial, though, as a matter of fact, the greater part of it was paid to liquidate the liabilities of the second earl. There was a second mortgage for a further advance of £20,000; but in the view that I take of this case it is immaterial to pursue the destination of the money or the source from which it came. As a matter of fact the whole property which is in question upon this part of the case is the equity of redemption. If that is all that the appellant has received, that is all upon which he is bound to pay duty. Your lordships have already held in *Beech's case* (47 W. R. 257) that when a tenant for life and the remainderman in fee combine so as to get complete command of the estate in fee they may dispose of it as they will, and I am unable to comprehend why, when they grant a mortgage in fee, that transaction is capable of being directed so as to prevent the union of the two estates, and by an artificial process resolve the estate into its original elements or into its original settlement and treat them as though such new arrangement had not been made at all. It would seem as though the argument suggested—although the Act does not say so—that the ordinary transaction of a resettlement of an estate can, for the purpose of the Finance Act, be traced back to any period, however remote, and duties exacted upon the artificial theory that you must treat each death in the chain of investigation as giving rise to liability to duty under an Act passed long after the resettlement or the death. There is only one argument—viz., the conveyancing point referred to by Collins, L.J.—which seems to give any ground for looking back to the history of the transactions out of which this question has arisen. It appears that the incumbrances which did exist or might have existed were assigned to the company advancing the money as a protection to them in case any claim should be made in respect of some dealing with his life estate by the second earl. If it had been found that any such dealing had taken place, the lenders wanted to have a right which should take precedence of any such dealing; but I confess I am unable to understand how this transaction could affect, or in any way interfere with, the power of the second and third earl to resettle the estate, or, having resettled it, to grant a mortgage in fee such as they did grant, with the result which I have described. I am wholly unable to give any such interpretation to an Act which seems to me, in its ordinary and natural meaning, to be clear enough; and I for one decline to go into minute investigation as to how the equity of redemption was created. It is enough for me that that is the property which, under section 1 of the Act, has passed to the appellant, and that alone is the duty to which he is liable. I see no ground for dealing with section 2, since, for the reasons I have given, I think it is section 1 to which you must look to see what property, real or personal, settled or not settled, passed upon the death of the second to the third earl. But if I was compelled to give a construction to section 2, subsection (*b*), I should come to the same conclusion in respect of the liability to duty, since I think the benefit accruing or arising to the third earl was only to the extent of the value of the equity of redemption.

Lord WATSON in a long judgment stated the facts at length, and in course of his judgment said: The argument addressed to us with reference to the charge of £230,000 advanced on mortgage by the Prudential Assurance Co. (Limited), did not, so far as I could discern, involve any serious question as to the construction of the Finance Act. It turned mainly, if not exclusively, upon the real character and legal effect of the deeds by which the advance was secured. On the one hand, it was not disputed by the appellant's counsel that if the original settlement of the Mornington estates had remained unaltered, and these deeds had been executed by the late earl as life-renter and by the appellant as expectant fiar, no part of the sum of £230,000 would have formed a proper deduction from the amount upon which the appellant is liable for finance duty. In that case the appellant would have derived benefit from his father's decease to the extent to which he had borrowed upon the security of his right in expectancy and would thereby have been enabled to pay his own debt. On the other hand, counsel for the Crown hardly ventured to dispute that if the £230,000 had been duly charged by the original settlor, or had been subsequently validly charged upon the fee of the settled estates, the appellant must be held to have taken the estates *cum onere*, and could not be held, upon his father's death, to have taken any benefit from the charge of £230,000, or in the estates, so far as these were affected by it. The learned counsel for the respondents accordingly addressed themselves to the bold and, in my opinion, somewhat extravagant contention that notwithstanding the tenor of the securities held by the Prudential Assurance Co., the reality of the transaction between the company and the mortgagors, apart from any question as to the form of conveyancing adopted in the deeds, consisted in the second Earl Cowley and the appellent merely pledging their respective rights of life rent and expectant fee. It is not maintained on behalf of the Crown that any one of these proceedings was illegitimate or invalid. The disentailing assurance had the legal effect of vesting the second earl and his son with the full right and title to dispose of the life rent and the immediate fee of the settled estates; and in virtue of that right and title they entered into onerous contracts with the Prudential Co., by which they professed to convey, and did convey, to the company, in security, the immediate fee of the estate. Notwithstanding the reasoning of the learned Lords Justices, I fail to comprehend how the non-merger of the second earl's life estate could possibly affect the title of the earl and his son to carry the immediate fee. I see no reason to doubt that, under their two conveyances, the company acquired, and from the date of the completion of their securities was possessed of, an interest in the fee, which was effectual against the beneficiaries under the settlement made by the last Earl of Mornington, including the appellant, whose right of succession was, by the deed of resettlement, cut down to a life estate. I think the appellant took that estate *cum onere* of the charge of £230,000, which, under the settlement as modified, affected the settled estates in the same way as if it had been created by the original settlor; and that upon his father's death no interest or benefit accrued to the appellant in respect of any part of the estates which was covered by the securities of the Prudential Assurance Co. Any other conclusion is, to my mind, at variance with the substance and reality of the transaction.

Lord MACNAGHTEN, after considering the Finance Act, 1894, and more particularly sections 1 and 2, continued: It was only the equity of redemption that was resettled. Then we had a long argument about the doctrine of merger, and an argument, longer still, intended to persuade the House that, for the purpose of this Act, the transaction with the Prudential ought to be split up into two distinct mortgages, one by the second earl and one by the present earl, one by the father mortgaging his life estate and one by the son mortgaging his reversion. The Court of Appeal say that was the real transaction. In my opinion it was nothing of the kind. The Prudential Co. bargained for a mortgage in fee simple, and a mortgage in fee simple they got. Why the commissioners should seek to reform a deed which carried out the transaction between the parties

in the way everybody wished to have it carried out is beyond my comprehension. The argument seems to be founded on a fallacious analogy. Because in the case of succession duty it is necessary and proper to trace a disposition of property to its origin for the purpose of seeing out of whose interest the succession is derived, and so discovering the predecessor, therefore it seems to be thought you are at liberty, in the case of the Finance Act, to dissect and pull to pieces one entire and completed transaction in order to enable the Crown to exact duty in respect of property which neither passed nor can be deemed to pass. Nor, again, can I see how the question is affected by the circumstance that mortgages, in fact paid off, were transferred and kept alive for the purpose of forming a protection against meme incumbrancers during the life of the tenant for life.

Lords MORRIS and SHAND concurred.

Lord DAVEY concurred, and in the course of his judgment said: Since the decision in *Attorney-General* v. *Becch* it cannot be denied that if tenant for life and remainderman in fee combine to sell settled property it is thereby taken out of the settlement, and does not pass, and is not to be deemed to pass, on the death of the life tenant. And I think the result must be the same if, instead of selling, they combine to create a mortgage in fee upon the settled property. *Pro tanto* the property is taken out of the settlement, and what passes on the death of the tenant for life is the equity of redemption only, and the benefit accruing or arising in that event is in that equity alone. I am therefore of opinion that the property in which the second earl had an interest ceasing with his death was the equity of redemption only, or (in other words) his interest was in the income of the estate after deduction of the interest on the Prudential Co.'s mortgage (laying aside the paramount charges), and the benefit which accrued or arose on the second earl's death under section 2 (*b*) (1), if the case falls under that sub-section, was the principal value of that income only, or (shortly) the value of the equity of redemption. All the learned judges in both courts below, except perhaps Rigby, L.J., have agreed that section 7 (1) applies only to the case of an estate passing from a deceased owner subject to his debts and incumbrances. That sub-section is not an easy one to construe, and I am not satisfied that I have quite mastered the meaning of it, but I do not think that it applies to the present case. There is only one other point I wish to mention. The policies which formed part of the security of the incumbrancers on the life estates were assigned to trustees upon trust to apply the proceeds on the death of the second earl in reduction of the Prudential Co.'s mortgage, and not, as Smith, L.J., seems to have thought, to the Prudential Co. themselves. No claim to estate duty on the proceeds of the policies or to deduct the proceeds of these policies from the mortgage debt is made by the Attorney-General in this appeal, and no argument was addressed to your lordships on the point. Consequently no opinion is expressed or implied upon it in the decision of this case. As to the other point—whether the appellant is entitled to any deduction in respect of the cessor of the rent-charge of £3,000 a year to which he was entitled during the second earl's lifetime—I agree with your lordships that he is not entitled to that deduction, and I need not repeat the reasons which have been given.—COUNSEL, *Haldane*, Q.C., and *H. Fellows*; *Sir Richard Webster*, A.G., *Sir R. B. Finlay*, S.G., and *Vaughan Hawkins*. SOLICITORS, *Collyer-Bristow, Russell, Hill, & Co.*; *Solicitor for Inland Revenue*.

[Reported by C. H. GRAFTON, Barrister-at-Law.]

Court of Appeal.

WOOD *v.* **WALSH & SONS.** No. 1. 18th March.

MASTER AND SERVANT—EMPLOYMENT WITHIN ACT—BUILDING "BEING CONSTRUCTED OR REPAIRED BY MEANS OF A SCAFFOLDING"—PAINTING OUTSIDE OF HOUSE BY MEANS OF LADDERS—WORKMEN'S COMPENSATION ACT, 1897 (60 & 61 VICT. c. 37), s. 7, SUB-SECTION 1.

Appeal from the decision of the county court judge of Leeds upon a case stated by an arbitrator appointed to settle a claim for compensation under the Workmen's Compensation Act, 1897. The claim was by the widow of a deceased workman who was killed while in the employment of the appellants, who were painters and decorators. The deceased man was employed with several other men in preparing and painting the out-side of a house more than thirty feet in height, the work consisting of removing the dirt and blisters, making good the woodwork with putty, and the stonework with hall-plaster or cement, and afterwards painting the surface. The work was done by means of five or six ladders. Nothing was being done to the building, except preparation for painting and the actual painting. The deceased man was standing upon the rung of one of the ladders, which was resting against the wall, engaged in puttying and painting when the rung broke and he fell to the ground and was killed. One of the workmen engaged on the work had tied one end of a plank to the rung of one of the ladders and rested the other end on a window-sill and stood upon the plank to work, but the deceased man had not used this plank. The claim to compensation was referred to an arbitrator, who held that the building was not being "repaired" within the meaning of section 7, sub-section 1, of the Workmen's Compensation Act, 1897, and that neither the ladders nor the arrangement of the plank tied to the rung of the ladder and resting on the window-sill constituted a "scaffolding" within the meaning of that section. He accordingly held that the deceased man was not killed while employed on any building which was "either being constructed or repaired by means of a scaffolding" within section 7, sub-section 1, of the Act, and made his award in favour of the employers, but submitted two points of law for the opinion of the county court judge: (1) Whether the building was being "repaired" within the meaning of the Act; and (2), if so, whether it was being repaired by means of a "scaffolding" within the meaning of the Act. The county court judge reversed the decision of the arbitrator upon both points, and awarded the claimant £237 17s., the sum agreed upon between the parties. The employers appealed.

THE COURT (A. L. SMITH, COLLINS, and ROMER, L.JJ.) allowed the appeal.

A. L. SMITH, L.J., said that, in his opinion, ordinary painting, which the arbitrator had found this work to be, was not repairing within the meaning of section 7, sub-section 1, of the Act. If the Legislature had intended to include it they would have said so in plain terms. They had used plain language which did not include ordinary painting. Nor were the ladders a "scaffolding" within the meaning of that section. As to whether the arrangement of the plank and the ladder constituted a scaffolding within the Act, he thought that was a question of fact which the arbitrator had found in the negative. The employment, therefore, did not come within the Act, and the claimant was not entitled to compensation.

COLLINS and ROMER, L.JJ., concurred.—COUNSEL, *C. A. Russell*, Q.C., and *Clarke Hall*; *Robert Wallace*, Q.C., and *Horace Marshall*. SOLICITORS, *Lawson, Coppock, & Hart*, Manchester; *Arthur W. Willey*, Leeds.

[Reported by W. F. BARRY, Barrister-at-Law.]

High Court—Chancery Division.

SPITZEL *v.* **CHINESE CORPORATION (LIM.).** Stirling, J. 10th, 16th, and 18th March.

COMPANY—SHARES, CONDITIONAL ALLOTMENT, ISSUE OF—COMPANIES ACT, 1862 (25 & 26 VICT. c. 89), s. 23—COMPANIES ACT, 1867 (30 & 31 VICT. c. 131), s. 25.

This was a motion to restrain the defendant company from acting upon a resolution to wind up the company on the ground that the plaintiff's votes had been improperly rejected at the meeting for the voluntary winding up of the company. The plaintiff was a merchant carrying on business in China. In June, 1898, he entered into an agreement to sell his business to a company for a consideration in shares. It was provided that a certain number of shares should be allotted to the plaintiff, but that certificates of such shares were to be "deposited in escrow ready for issue or otherwise" in Lloyd's Bank in the joint names of the plaintiff and the company, and were only to be delivered to the plaintiff when the property and assets of the business had been duly transferred to and vested in the company. By a resolution of the 1st of September, 1898, the shares were allotted and the plaintiff's name was entered on the register of shareholders. Subsequently the company repudiated the contract and no transfer of the plaintiff's property in the business ever took place. A resolution was passed for a voluntary winding up, but the chairman rejected the votes tendered by the plaintiff's proxy on the ground that the shares standing in his name had never in fact been issued to him.

STIRLING, J., in giving judgment, said that the question was whether the plaintiff was a member of the company when the meeting for winding up was held. His lordship, referring to section 23 of the Companies Act, 1862, said the person alleged to be a member must have agreed to become a member and his name must have been entered in the register. There must be an offer of shares by the company and an acceptance of the shares by the alleged member. The resolution of the 1st of September, 1898, was not intended to be an offer of the shares apart from the agreement, which must be taken into consideration in order to ascertain the true nature and meaning of the subsequent transaction. An allotment, broadly speaking, was an appropriation of shares to a particular person. Its legal meaning and effect depended on the circumstances under which it was made. It did not of itself necessarily create the status of membership. It might be subject to a condition, as, for instance, the performance of some act such as the payment of a sum of money by the allottee. The word "issue" was one which had no very definite legal import with reference to shares. It was found in section 25 of the Companies Act, 1867, and had given rise to some difficulty. The true meaning of the word must be determined from a consideration of the whole agreement, the plaintiff's title was not to arise unless and until the performance of the contract on his part was evidenced in the manner prescribed. It was not inconsistent with the provision that the certificates should be deposited "in escrow," and though the language was deficient in accuracy, it was capable of a sensible meaning—viz., that the certificates were not to operate according to their purport until the event happened on which they were to issue. The injunction must be refused.—COUNSEL, *Upjohn*, Q.C., and *G. F. Hart*; *Buckley*, Q.C., *Jenkins*, Q.C., and *Gore-Brown*. SOLICITORS, *Lindo & Co.*; *Burn & Berridge*.

[Reported by PAUL STRICKLAND, Barrister-at-Law.]

HOPE *v.* **WALTER.** Cozens-Hardy, J. 17th March.

VENDOR AND PURCHASER—SPECIFIC PERFORMANCE—RESCISSION—DEFECT IN PROPERTY UNKNOWN TO BOTH PARTIES AT TIME OF CONTRACT—USER OF PREMISES FOR IMMORAL PURPOSES.

Action for specific performance. The property, the subject of the above action, was one of several lots put up for auction at the mart by the plaintiffs on the 1st of December, 1897, described in certain particulars of sale and subject to the conditions attached to such particulars. Lot 1, being the property in question, was described in the particulars of sale as "eligible freehold property for investment, comprising brick-built corner house and shop," and was stated to contain (*inter alia*) "on the ground floor double-fronted shop," and to be "let on a quarterly tenancy under agreement dated the 20th of July, 1895, at a rent of £55 per annum," as

was the fact. This agreement contained a covenant by the tenant not to keep the house as a disorderly house, and a power of immediate re-entry on breach of any of the covenants. The defendant bought lot 1 at the auction, and paid a deposit and signed a memorandum in the usual way. By the fourth condition each lot was sold subject to the existing tenancies, and by the third condition, after stating that counterparts or copies of the leases or agreements of tenancy might be inspected for five days prior to the sale, it was provided that each purchaser should be deemed to purchase with notice of and to take subject to the terms of all tenancies and the state of the property, notwithstanding any partial or incomplete statement in the particulars. The purchase was to be completed on the 8th of February, 1898, at the office of the vendor's solicitors. It appeared that the premises prior to and at the date of sale were used as a coffee tavern. On the 20th of December, 1897, the defendant's solicitors sent a letter with their requisitions on title suggesting that the house was used for an immoral purpose, and that the defendant might therefore refuse performance of the contract. The plaintiffs denied knowledge of any such user as was alleged by the defendant. On the day fixed for completion the defendant's solicitors wrote that he had determined not to purchase owing to the alleged immoral user of the premises. The writ in the above action was thereupon issued. The defendant counterclaimed for rescission of the contract and return of his deposit.

COZENS-HARDY, J., after reading the description in the particulars of sale, continued: Now, every word of that description is true. This case has been argued on the assumption, and I shall assume, but, of course, for the purpose of this case only, that at and some time before the date of the contract the house was used as a disorderly house, and that the tenant was convicted at the police-court of keeping the house as a disorderly house. It is not contended that the vendor knew this at the time of the sale, it was in fact admitted by the purchaser that the plaintiffs were as ignorant of the circumstance as the purchaser. But it is said: First, that the circumstance is a ground for rescinding the contract; and secondly, if that is not so, that specific performance should be refused. There has, it is said, been a mutual mistake, and the contract ought therefore to be rescinded; and, again, there would be such hardship in enforcing the contract that at any rate specific performance ought not to be enforced. In my opinion both these contentions fail. At an early period of the case the attention of counsel was called to a passage in *Lucas* v. *James* (7 Hare 410, 418). The contract there was for the sale of a house in which the defendant intended to reside, and which proved not to be suitable for a residence for his family. Wigram, V.C., there stated it as settled law "that if the vendor, at the time of the contract, does not know of the existing defect in the estate, the court will enforce the contract." It is true that in that case the nuisance was in the adjoining houses, but the Vice-Chancellor treated the law as perfectly settled in the case where the nuisance existed without the knowledge of both parties in the house itself the subject of the contract. I cannot treat the matter on the footing that there was a mutual mistake in regard to the subject-matter of the contract. It is not unimportant to observe that the property is described to be and is let on a quarterly tenancy, and the tenant can be turned out at once. There is, then, no ground for rescission. Is there any ground for refusing specific performance? A strong and clear clear case is required for that purpose. That the defendant as an honourable and respectable man may have to turn out the tenant at once is not sufficient to constitute such a case. The plaintiff therefore succeeds on the claim and counterclaim.—COUNSEL, *Astbury*, Q.C., and *Yardley*; *Eve*, Q.C., and *Tomlin*. SOLICITORS, *Shoubridge & May*; *Attree, Johnson, & Ward*.

[Reported by J. F. WALEY, Barrister-at-Law.]

High Court—Queen's Bench Division.

BURROWS *v.* **RHODES AND ANOTHER.** Div. Court. 7th and 20th March.

DEMURRER — FRAUDULENT MISREPRESENTATION — DAMAGES — RAID ON FRIENDLY STATE — ILLEGALITY OF VENTURE — JOINT DELINQUENTS — FOREIGN ENLISTMENT ACT, 1870 (33 & 34 VICT. c. 90), s. 11, SUB-SECTION 1.

DEMURRER. Question of law raised by the defendants' plea that the statement of claim disclosed no cause of action. The proceedings in this case arose out of the Jameson Raid upon the Transvaal Republic, and the plaintiff claimed damages in respect of injuries he had suffered in the course of that expedition. The defendants Rhodes and Jameson were at the time in question a director, and an officer and agent respectively of the British South African Co., an English company incorporated by Royal Charter, dated the 29th of October, 1889, and having for the principal field of its operations a region of South Africa. The points of law raised by the pleadings which by consent were argued before the action came on for hearing, turned on the question whether a person who had committed a criminal offence could recover compensation from anybody for the consequences which he had suffered by reason of committing that offence. The defendants relied on the fact that the plaintiff's claim was founded on the assumption that the expedition in which he took part was an illegal venture. If the plaintiff established that proposition, then they submitted that he had no claim against themselves for any damages he had sustained, as they were joint delinquents. For the plaintiff counsel argued that if there had been an offence committed under the Foreign Enlistment Act, 1870, the plaintiff was not debarred from bringing his claim for damages, since for an act to be an offence under the statute *mens rea* must be proved. The doctrine was that the law would not assist a person who had acted to his knowledge wrongfully. But when a person was duped into acting in contravention of a statute he could recover from the persons who induced him to commit the wrongful act. The plaintiff believed the expedition was lawful and carried out with the sanction of the Queen. The untrue representations of the defendants induced him to enter on it, and they should be responsible.

GRANTHAM, J.—In this case we are asked to determine whether on the statement of claim as presented to us (or with such amendments, if any, as may be necessary to raise the question of law to be determined) any cause of action has been shown for which an action is maintainable according to English law. For the purposes of our judgment, this being a demurrer by the defendants, all the facts alleged in the claim must be taken to be true and admitted by the defendants. What, therefore, are these facts? Shortly, these. That the defendants, having secretly determined to invade the territory of a friendly Power with a hostile armed force, they for the purpose of inducing the plaintiff to enter their service as an armed servant, deceived the plaintiff as to their intentions, told him that the service on which they wished to employ him was lawful, that, as fighting would shortly take place in the said South African Republic between other forces, his services were required for the protection of women and children, that the force of which he was a member would have the support of other lawfully appointed forces, and that such invasion of the territory of the South African Republic had the sanction and support of her Majesty's Government; whereas, in fact, all the aforesaid representations were untrue to the knowledge of the defendants. Acting on and believing in these statements, the plaintiff entered the services of the defendants, and in obeying their orders received the injuries and suffered the losses complained of and for which he seeks to recover damages in this action. It is difficult to realize any period of our history in which a defendant making such fraudulent statements and inflicting such serious injury would not be liable for the consequences of his fraud, and yet it has been solemnly argued that such is the law at the present time. Let us see, therefore, on what grounds the learned counsel (Mr. Cohen) attempts to support his contention that this statement of claim discloses no good cause of action. He does not rely on a possible assumption that the damages resulted from the voluntary enlistment of the plaintiff on a warlike expedition, for the pay and the prospective advantages likely to accrue to him, and were not in any way caused or aggravated by the fraud; but he admits that his contention rests solely on the assumption that the plaintiff, innocent of all knowledge of wrong on his part, did by obeying the order of the defendants in fact become a criminal himself, and could not therefore complain of any wrong done him by the defendants, who were *particeps criminis* with him. But how does he show that he is a criminal? He relies on the Foreign Enlistment Act, 1870, s. 11, sub-section 1. [His lordship read the sub-section.] The defendants contend, therefore, that, it being immaterial whether the person employed in such expedition had a *mens rea* or guilty knowledge of the nature of his act or not, and believing as he did that his action had the sanction of the Queen's Government, yet he was just as much a criminal as the defendants who had knowingly broken the law, and that, once that the plaintiff was proved a criminal, he could not, according to the defendants, be heard to complain of the original and deeper-dyed fraud of the defendants, which had placed the plaintiff unwittingly on his part in a position which made him liable to be called a criminal. A grosser perversion of English justice it is impossible to imagine, and I should indeed be sorry if, under any circumstances, it could be proved to be English law. It must not be forgotten that the plaintiff has not been proved to be a criminal in any court of law. He has not been tried, much less convicted, and never will be tried, and therefore cannot be convicted, and under the circumstances a jury would, I doubt not, acquit him if he was now tried; but, till he has been convicted, how can the defendants be heard to say that, as in their opinion the plaintiff's conduct was an infringement of the Act, he must be treated as if he had been convicted of being a criminal by Act of Parliament? Let us look, therefore, at the authorities relied upon by Mr. Cohen on behalf of the defendants to see what aid, if any, they give him in his contention. First, he relies on the *dictum* of Lord Mansfield in *Holman* v. *Johnson* (1 Cooper's Reps., 343, of the date 1775), wherein he says, "the objection that a contract is immoral or illegal as between plaintiff and defendant sounds at all times very ill in the mouth of the defendant. But it is not for his sake that the objection is allowed. . . . No court will lend its aid to a man who founds his cause of action upon an immoral or illegal act. If from the plaintiff's own stating or otherwise the cause of action appears to arise *ex turpi causa*, there the court says he has no right to be assisted, so if the plaintiff and defendant were to change sides the latter would have the advantage, for *potior est conditio defendentis*," and so on. It seems to me that no stronger authority could be quoted against the defendants. The plaintiff's cause of action is not founded, as far as he is concerned, on any immoral or illegal consideration, but, as the defendants rely on their own immorality and illegality, it does sound very ill in their mouth to endeavour to rob the plaintiff of his rights by their (the defendants') illegality; and as in these proceedings the defendants have changed places with the plaintiff and are practically plaintiffs, as they are claiming a judgment on their demurrer. I am only echoing Lord Mansfield in saying I will not allow the plaintiffs to rely on their illegality to obtain a judgment against defendant for *potior est conditio defendentis*, and the demurrer being dismissed the present plaintiffs' right of action is admitted. The next case Mr. Cohen relied on was *Colburn* v. *Patmore* (1 C. M. & R. 73). This case, when it is carefully examined, seems to me to help the defendants less even than the last. The only matter under discussion in that case was whether the plaintiff, the printer and owner of a paper, having been convicted of a criminal libel, and fined £100, could recover that sum from the defendant, the editor of the paper,

whom he alleged to have first inserted the libel contrary to his duty to the plaintiff, and so induced the plaintiff to publish it. It was held he could not recover, because he had not shewn that he had not himself approved of the libel before printing and publishing it himself. But even taking the *obiter dicta* of the learned judge as law in the passage where (quoting from Lord Lyndhurst's judgment) Lord Lyndhurst says, "I know of no case in which a person who has committed an act declared by the law to be criminal has been permitted to recover compensation against a person who has acted jointly with him in the commission of the crime." Quite true. But what compensation can he not recover? Why, compensation for the damages he has incurred by proceedings having been taken against him for the commission by him of the wrongful act complained of. As Mr. Maule (afterwards Mr. Justice Maule) said during the argument, "the question is whether a person convicted of a criminal offence can claim indemnity from another who has participated with him in the commission of that offence"—*i.e.*, indemnity for the damages recovered against him for the commission of the offence. In this case the plaintiff, in the first place, has been convicted of no offence and, in the second place, is not seeking to recover an indemnity for damages recovered against him, but is seeking to recover damages for a wrong done to him, in which he did not participate except as a sufferer, and in which it cannot be said he was a criminal. When the false and fraudulent representation was made, which was the *causa causans* of this action, no crime had been committed by the defendants much less by the plaintiff, and as far as the plaintiff knew no crime had been committed by the defendants at any time up to the happening of the events which caused the damage to the plaintiff, for if the invasion had the sanction and authority of her Majesty or her Government, as the defendants alleged, there was no breach of any statute for which the plaintiff or the defendants could be made liable. Mr. Cohen relies next on the case of *Merryweather* v. *Nixan* (8 T. R. 186), in which it was held that one wrongdoer cannot have redress or contribution against another. True, it was so held; but what does Chief Justice Best say about it in delivering the judgment of the court in the case of *Adamson* v. *Jarvis* (4 Bing. 66)? He says: "From the concluding part of the judgment in *Merryweather* v. *Nixan*, and from reason, justice, and sound policy, the rule that wrongdoers cannot have redress or contribution against each other is confined to cases where the person seeking redress must be presumed to have known that he was doing an unlawful act." Again, in the case of *Palmer* v. *Wick and Pulteneytown Steam Shipping Co.* (1894, A. C. 318) the noble lords, though not overruling *Merryweather* v. *Nixan*, damn the case with faint praise, decline in terms to apply it to Scotland, and refuse to extend its operation one iota. As the action of the plaintiff is only made a criminal act by statute, and is not inherently a criminal act, the plaintiff cannot be presumed to have known of his guilt until he has been proved to have been guilty. As the expedition in question is alleged to have been something in the nature of a highway robbery, I am surprised that the defendants did not refer to the case of *Everet* v. *Williams*, mentioned in Lindley on Partnership (5th ed., 101), which it was said was a suit by one highwayman against another for an account of their plunder, the bill alleging that the plaintiff was skilled in dealing in several commodities, such as plate, rings, watches, purses, &c., and that the defendant applied to him to become a partner, and that, after dealing together at several places, such as Bagshot, Hampstead, Salisbury, &c., they differed as to their respective shares, and so the suit in Chancery was instituted for an account. The bill was dismissed with costs because it was held that they were both *particeps criminis*, and so plaintiff could not recover. Perhaps it may be that the learned counsel were afraid to refer us to this case lest the same results should happen—namely, that the counsel who signed the bill was made to pay the costs of the bill, and the solicitors were fined £50, and the plaintiff and defendant were both hanged. As the defendants have failed to establish their case, it is hardly necessary to refer to any authorities on the other side, and I will only mention *Campbell* v. *Campbell* (1 A. & E. 181), where one partner in a distillery had been convicted of illegal transactions and made liable to penalties, and he was held entitled to recover against his co-partner contribution for those penalties, notwithstanding the authority of *Colburn* v. *Patmore* before referred to, because (as Lord Cottenham said) he was not *particeps criminis* in the sense which would disentitle him to sue for contribution. If, in such a case, he could recover, how much more so when the cause of action is not one for indemnity for damages given against him for the commission of the alleged illegal act, but is for damage for the alleged fraud on the part of the defendants in putting the plaintiff into such a position as caused him personal injury and loss quite irrespective of any illegal complicity in a crime. It is true the plaintiff also refers in his statement of claim to the liability the defendants had made him incur to severe punishment in England for offences against the English law, but he never was made liable to punishment, he never was made a criminal, and he suffered no damage from that liability; and I therefore treat that part of the statement of claim as struck out, since no damages are really claimed under that head. As the defendants have entirely failed to refer us to any authority that, in my judgment, justifies their contention that the plaintiff's declaration discloses no good cause of action for which he can sue, I am glad to be able to say that our law has been purged from the suggestion that fraud and false representation injurious to an innocent person can be committed with impunity if the injured person has by such fraud and false representation been unwittingly and innocently made to commit what the law has said shall be called a crime. For these reasons, in my judgment, the demurrer must be dismissed with costs.

KENNEDY, J., delivered judgment to the same effect.—COUNSEL, *Lawson Walton*, Q.C., and *Barnard Lailey*, for the plaintiff; *Cohen* Q.C., and *Lord Robert Cecil*, for the defendants. SOLICITORS, *G. B. Crock; Hollams, Sons, Coward, & Hawksley.*

[Reported by EBENEZER REID, Barrister-at-Law.]

Bankruptcy Cases.

HASLUCK *v.* **CLARK.** C. A. No. 1. 17th March.

BANKRUPTCY—ADMINISTRATION OF ESTATE OF DECEASED DEBTOR—EXECUTION CREDITOR—BANKRUPTCY ACT, 1883, ss. 45, 125.

This was an appeal from the judgment of Wright, J., on the trial of an interpleader issue. On the 11th of October, 1897, Isabella Clark obtained a judgment against Joseph Metz for £4,488 18s. 3d. On the 18th of October Metz died. On the 22nd of October the goods of the deceased judgment debtor were seized in execution under a writ of *fi. fa.*, but they were not sold. On the 19th of November an order was made for the administration of the estate of the deceased debtor under section 125 of the Bankruptcy Act, 1883. The sheriff, having received notice of this, interpleaded, and an order was made for the trial of an interpleader issue, in which the official receiver was to be plaintiff and the execution creditor defendant, to determine the question whether at the time of the seizure the goods seized were the property of the official receiver, as trustee of the estate of the deceased, as against the execution creditor. Subsequently Hasluck was appointed trustee in the place of the official receiver, and was substituted for him as plaintiff in the issue. Wright, J., held that the goods were not the property of the trustee as against the execution creditor, and gave judgment for the defendant. The plaintiff appealed. The appeal was heard on the 25th of January before the Earl of Halsbury, L.C., A. L. Smith, L.J., and the late Chitty, L.J., when judgment was reserved.

THE COURT now dismissed the appeal.

A. L. SMITH, L.J., said that by section 26 of the Sale of Goods Act, 1893, a writ of *fi. fa.* bound the property in the goods of the execution debtor as from the time when the writ was delivered to the sheriff to be executed. By section 125, sub-sections 1 and 2, of the Bankruptcy Act, 1883, it was enacted that in certain events a petition might be presented for an order for the administration of the estate of a deceased debtor, according to the law of bankruptcy. Sub-section 5 enacted that upon such an order being made the property of the deceased debtor should vest in the official receiver, and he should forthwith proceed to realize and distribute the same in accordance with the provisions of the Act. Did that mean that the property of the deceased debtor, bound as it was by the execution levied thereon, should vest in the official receiver, or that the property of the debtor, unbound by the execution, was to vest in him? He could not find any words in sub-section 5 which shewed that the property of the debtor, unbound by the execution, was to vest in the official receiver. He thought that, if it was bound, it vested subject to the fetter; if it was unbound, it passed as it was. In his opinion sub-section 6 applied to the mode of administration, not to the subject-matter to be administered. Reliance was laid on section 45, but the Act did not anywhere say that notice of a petition for administration should be equivalent to notice of an act of bankruptcy to an outside execution creditor, so as to take away the right he possessed to have the goods in the hands of the sheriff sold and applied to the payment of the judgment debt. [His lordship referred to *Re Gould* (19 Q. B. D. 92) and *Re Withernsea Brickworks* (16 Ch. D. 337).] He thought the judgment of Wright, J., should be affirmed.

A. L. SMITH, L.J., then read a judgment of the late Chitty, L.J., to the same effect.

The Earl of HALSBURY, L.C, concurred.—COUNSEL, *Herbert Reed*, Q.C., and *Muir Mackenzie; A. T. Lawrence*, Q.C., and *T. W. Chitty*. SOLICITORS, *Goldbergs & Langdon; Thomas White & Son.*

[Reported by F. G. RUCKER, Barrister-at-Law.]

NEW ORDERS, &c.

BENEFICES.

RULES.

1. *Short title.*] The following rules may be cited as the Benefices Rules, 1899, and shall apply to all proceedings under the Benefices Act, 1898 (in these Rules referred to as the Act).

Seal; Sittings; Office and Officers of the Court.

2. *Seal.*] (1) The seal of the Court shall be such as the Lord Chancellor directs.

(2) All copies, certificates, or other documents appearing to be sealed with the seal of the Court shall be presumed to be office copies or certificates or other documents issued from the Court, and may be received in evidence, and no signature or other formality, except the sealing with the seal of the Court, shall be required for the authentication of any such copy, certificate, or other document.

3. *Place of sitting of the Court.*] For the hearing of any matter under section three or an appeal under section nine of the Act, the Court shall, unless the Court otherwise direct, sit at the Royal Courts of Justice.

4. *Office.*] (1) There shall be an office of the Court in the Royal Courts of Justice, and that office shall be open on every day of the year, except Sundays, Good Friday, Easter Eve, Monday and Tuesday in Easter Week, Whit Monday, Christmas Day, and the next following working day, and all days appointed by proclamation to be observed as days of general fast, humiliation, or thanksgiving, and the days on which the office is not open are in these rules referred to as the excluded days.

(2) The office hours shall be from ten in the forenoon to four in the afternoon, except on Saturday and during the vacations of the Supreme Court, when the office shall close at two in the afternoon.

5. *Officers.*] (1) There shall be a registrar of the Court in these rules referred to as the registrar, and such person as the Lord Chancellor appoints shall be the registrar, and the Lord Chancellor may appoint a person to act as deputy registrar during the illness or absence of the registrar, as occasion may require, and anything which, under these rules, is authorised or required to be done by or to the registrar may be done by or to the deputy registrar.

(2) Such provision as the Lord Chancellor thinks fit shall be made for supplying the Court with the services of clerks and other officers, and for the remuneration of the registrar and of the clerks and other officers.

Procedure where matter required to be heard under section three.

6. *Requisition for hearing by the Court.* (*Forms* 1, 2, 3.)] (1) A requisition that the refusal of a bishop to institute or admit a presentee to a benefice be heard by the Court (in these rules referred to as the requisition) must be lodged with the registrar in duplicate, together with two copies of the bishop's signification of refusal, within one month after the signification of the refusal has been served on the person lodging the requisition.

(2) The person lodging the requisition (in these rules referred to as the plaintiff) shall in the requisition give an address for service, being an address in England or Wales.

(3) The plaintiff shall, not later two days after the time when he lodges the requisition, serve a copy thereof on the bishop.

7. *Statement of particulars.* (*Forms* 3, 4, 5, 6, 7.)] (1) The plaintiff may, within seven days after lodging the requisition, serve on the bishop a notice requiring him to give particulars of the facts on which he intends to rely at the hearing of the matter in support of such one or more of the grounds contained in the signification of refusal as may be referred to in the notice.

(2) The plaintiff, if he serves on the bishop any such notice, shall, within two days after such service, lodge with the registrar two copies of the notice.

(3) The bishop shall within fourteen days from the service of any such notice upon him lodge in duplicate with the registrar a statement of particulars in compliance with the notice, and shall, within two days after lodging the statement, serve a copy thereof on the plaintiff.

(4) On an application by the plaintiff, lodged within seven days after the service on him of the statement of particulars, the bishop may be ordered to lodge in duplicate with the registrar further and better particulars of the facts referred to in the notice, and to serve a copy thereof on the plaintiff, within such time and upon such terms as to costs and otherwise as may be thought fit.

(5) The bishop shall not at the hearing, except by leave of the Court, rely on any ground in respect of which he has not given particulars in compliance with the notice.

8. *Reply.* (*Form* 3.)] (1) The plaintiff, if it appears to him to be necessary to his case for him to plead any facts by way of reply to the bishop's particulars (but not otherwise), may, within seven days from the service on him of the statement of particulars, or, if further and better particulars have been ordered, of the further and better particulars, apply, for leave to deliver a reply, pleading such facts as aforesaid, but no other matters, and shall in his application set forth the reply proposed to be delivered.

(2) Where leave has been granted, and subject to the terms thereof, the plaintiff may deliver a reply by lodging the reply in duplicate with the registrar, and by serving a copy thereof on the bishop.

9. *Pleadings.*] The requisition, the particulars, and the reply, if any, shall together constitute, and are in these rules referred to as, the pleadings.

10. *Closing of pleadings.*] (1) The pleadings shall be closed—

(*a*) if the plaintiff does not serve a notice requiring the bishop to give particulars within the period appointed for that purpose, at the expiration of that period;

(*b*) if the plaintiff does not lodge an application for leave to deliver a reply within the period appointed for that purpose, at the expiration of that period;

(*c*) if leave to deliver a reply is refused, at the date of the refusal;

(*d*) if leave is given to deliver a reply, on the reply being lodged, or, if no reply is lodged within the period allowed for lodging the reply, at the expiration of that period.

(2) Subject to any admissions which may be made, all allegations contained in the signification of refusal, and the statement of particulars and further and better particulars, if any, and all allegations contained in the reply, if any, shall be deemed to be denied and put in issue.

11. *Amendments of pleadings.* (*Forms* 9, 10, 11.)] (1) At any stage of the proceedings the bishop may be allowed to amend his particulars, and any matters which may tend to prejudice, embarrass, or delay the fair hearing of the matter may be ordered to be struck out of a pleading, in such manner and on such terms as may be just, and all such amendments may be made as may be necessary for the purpose of determining the real questions in controversy between the parties. An application for leave to amend particulars or to strike out any matters shall specify the amendments proposed to be made or the matters to be struck out, as the case may be.

(2) The bishop may without any leave—

(*a*) before the expiration of the time limited for lodging an application for leave to reply, and before any such application has been lodged, amend his particulars; and

(*b*) at any time before the hearing withdraw any ground of refusal or allegation of fact contained in the signification of refusal or particulars;

by lodging in duplicate with the registrar a notice of the amendment or withdrawal and by serving a copy of the notice on the plaintiff.

(3) Where the bishop makes any such amendment the period for lodging an application for leave to make a reply shall be extended to seven days from the time when the copy of the notice of the amendment was served.

12. *Withdrawal or refusal or requisition.* (*Form* 12.)] At any time before the hearing the bishop may withdraw his refusal to institute or admit, and the plaintiff may withdraw his requisition, by lodging notice thereof with the registrar, and by serving notice thereof on the other party, and thereupon such judgment or order may, upon the application of either party, be made as may be thought fit.

13. *New ground of refusal.* (*Form* 13.)] (1) The bishop may at any time before, or at, the hearing of the matter apply for leave to rely at the hearing on any new ground (not being a ground of doctrine or ritual) which was not included in his signification of refusal.

(2) Leave to rely on any such new ground may be granted, subject to such conditions as to lodging and serving a statement of the particular facts intended to be relied upon in support thereof, and subject to such other conditions as to costs and otherwise as may be thought fit.

14. *Consolidation of proceedings where more than one requisition.* (*Forms* 14 *and* 15.)] (1) If more than one requisition is lodged in respect of the same refusal, the registrar shall serve on each person who has lodged a requisition a copy of every other requisition.

(2) On the application of any party to the proceedings, or without any such application, the proceedings may be consolidated, and such order may be made as to the conduct of proceedings, the service of documents, and otherwise, as may be thought fit.

(3) Where an application for the consolidation of the proceedings has been lodged, the registrar shall serve a copy of the application on all the parties to the proceedings except the applicant, and shall serve on all the parties notice of the time and place for the hearing of the application.

(4) Where proceedings are consolidated under this rule, notice to that effect shall be served by the registrar on all the parties to the proceedings.

15. *Procedure at the hearing.*] At the hearing of any matter the bishop shall, in the first instance, show cause why the presentee should not be instituted or admitted. Provided that any question of law may, if the court think fit, be first dealt with.

16. *Notice to bishop to institute.* (*Form* 16.)] If the judgment of the Court is in favour of the presentee, the registrar shall forthwith serve on the bishop a notice that if within one month after the judgment he fails to institute or admit the presentee, the official principal of the archbishop will institute or admit the presentee if there is no other impediment.

Procedure on Appeals under section nine.

17. *Report of Commission.* (*Form* 17.)] Where a commission reports that an incumbent has been negligent in the performance of the ecclesiatical duties of a benefice the commission shall state in the report in what respects he has been so negligent.

18. *Notice of appointment of curates and inhibition.* (*Forms* 18, 19, 20, 21.)] (1.) Where a bishop appoints one or more curates to a benefice without requiring the incumbent to do so, he shall forthwith serve on the incumbent notice of the appointment.

(2.) Where a bishop inhibits an incumbent from performing all or any of the ecclesiastical duties of his benefice he shall forthwith serve the inhibition on the incumbent, and an inhibition shall not be deemed to be issued until it is so served.

(3) The notice and inhibition shall state the terms of the report of the commission, and may be served by sending the same by registered letter, addressed to the incumbent at his last known address in England or Wales, and by sending a copy thereof by registered letter addressed to "the churchwardens" of the church or chapel belonging to the benefice, accompanied by a direction to fix the copy on the principal door or notice board of the church or chapel, and the churchwardens shall cause it to be so fixed: Provided that if the incumbent, within one month after the appointment of a curate or the issue of an inhibition, serves on the bishop a request for a copy of the notice of appointment or inhibition, accompanied by an envelope duly stamped and addressed, the bishop shall forthwith enclose in the envelope a copy of the notice or inhibition and post the same.

19. *Notice of appeal.* (*Forms* 22, 23.)] (1) An appeal against the appointment of a curate or against an inhibition shall be instituted by lodging in duplicate with the registrar within one month after the appointment or the issue of the inhibition a notice of appeal stating the grounds of appeal, and accompanied by two copies of the notice of the appointment, or of the inhibition or of both, as the case may be; and the appellant shall serve a copy of the notice of appeal on the bishop within two days thereafter.

(2.) A notice of appeal shall contain an address for service, being an address in England and Wales.

20. *Grounds of appeal not stated in the notice.*] (1.) A ground of appeal not stated in the notice of appeal shall not be entertained by the Court except with the consent of the bishop or by leave.

(2.) An application for leave to amend a notice of appeal may be made at, or at any time before, the hearing of the appeal, and leave may be granted upon such terms as to adjournment or postponement of the hearing, and as to costs and otherwise, as may be thought fit.

21. *Procedure at hearing of appeal.*] Subject to the provisions of rule twenty the appellant and the bishop may on the hearing of the appeal raise any point, call any witness, and tender any evidence, notwithstanding that the point was not raised, the witness was not called, and the evidence was not tendered at the inquiry before the commission.

22. *Withdrawal of notice of appeal.* (*Form* 24.)] At any time before the hearing the appellant may withdraw his notice of appeal by lodging notice thereof with the registrar and by serving notice thereof on the bishop, and thereupon such judgment or order may, upon the application of either party, be made as may be thought fit.

Time and Place for Hearing.

23. *Notice of time and place for hearing.* (*Form* 25.)] After the pleadings in a matter have been closed, or after an appeal has been instituted, as the case may be, the registrar shall serve on the parties fourteen days' notice of the time, and if a place other than the Royal Courts of Justice is fixed, of the place, fixed for hearing the matter or appeal.

24. *Postponement of hearing.* (*Form* 26.)] Where the hearing is postponed a new day for the hearing shall be fixed, and the registrar shall immediately serve notice of the postponement, and of the day so fixed, on the parties.

25. *Adjournment.*] The hearing of a matter or appeal, when once commenced, shall proceed so far as, in the opinion of the Court, may be practicable or convenient from day to day, but the Court may adjourn the hearing if the Court think fit.

26. *Power of Court to proceed in absence of parties.*] If a party fails to appear at the time fixed for the hearing of a matter or appeal, the Court, if satisfied that the party so absent was duly served with notice of the hearing, may proceed with the hearing in that party's absence.

Extension of Time and Settlement of Preliminaries.

27. *Extension of time.* (*Forms* 27, 28.)] (1) Subject to the provisions of the Act, the time appointed by these rules or fixed by an order may be extended upon such terms as to costs and otherwise as may be thought fit, and although the application for such an extension is not made until after the expiration of the time so appointed or fixed.

(2) Subject as aforesaid, the time appointed by these rules for lodging a pleading or other document may, unless it be otherwise ordered or directed, be extended by consent in writing. The written consent shall be lodged with the registrar at the time when the pleading or document to which it relates is lodged.

28. *Settlement of preliminaries by post.*] For the purpose of determining the mode of conducting the hearing, the admitting of certain facts or the proof of them by affidavit, the settling of any interlocutory application by agreement, or for any other purpose, the parties may be communicated with in writing, and may be required to answer such inquiries as may be made, and may be given such directions as are thought fit.

Evidence.

29. *Evidence.*] (1) The evidence at the hearing of a matter or appeal shall be given *viva voce*, but at any time, and whether before or at the hearing, for sufficient reason, it may, on the application of their party, be ordered or directed that any particular facts may be proved by affidavit, and that the affidavit of any witness may be read at the hearing, on such conditions as may be thought fit, and that any witness whose attendance ought for some sufficient cause to be dispensed with, be examined by interrogatories or otherwise before a person to be appointed for the purpose, provided that when it appears that the other party *bonâ fide* desires the production of a witness for cross-examination, and that such a witness can be produced, an order should not be made authorising the evidence of that witness to be given by affidavit.

(2.) Depositions so taken before a person authorised to take them may be used at the hearing without calling the deponent unless it is otherwise ordered or directed.

30. *Protection of witnesses.*] Witnesses attending the court shall be entitled to the same protection as witnesses attending the High Court.

31. *Præcipe for subpœna.* (*Form* 29.)] Where it is intended to sue out a *subpœna*, a *præcipe* for that purpose shall be filed with the registrar, and the registrar shall deliver a *subpœna* to any person filing the *præcipe*.

32. *Contents of subpœna.* (*Forms* 30, 31.)] Every *subpœna* other than a *subpœna duces tecum* shall contain three names where necessary or required, but may contain any larger number of names. No more than three persons shall be included in one *subpœna duces tecum*, and the party suing out the same may sue out a *subpœna* for each person if deemed necessary or desirable.

33. *Correction of errors in a subpœna.*] In the interval between the suing out and service of any *subpœna*, the party suing out the same may correct any error in the names of the parties or witnesses, and may have the writ re-sealed upon having a corrected *præcipe* of the *subpœna* marked with the words altered and re-sealed, and signed with the name and address of the person suing out the *subpœna*.

34. *Service of subpœna.*] (1) The service of a *subpœna* shall be effected by delivering a copy of the writ and of the endorsement thereon, and at the same time producing the original writ.

(2) The service of a *subpœna* shall be of no validity if not made within twelve weeks after the date of the writ.

Production and Admission of Documents.

35. *Production of documents.*] At any time during the pendency of any matter or appeal the production upon oath, by a party thereto, may be ordered of such of the documents in his possession or power relating to such matter or appeal as may be thought right, and any such documents, when produced pursuant to such order, may be dealt with in such manner as appears just.

36. *Documents referred to in pleadings.* (*Forms* 32, 33.)] Either party shall be entitled at any time before or at the hearing of the matter or appeal to serve notice on the other party in whose pleading notice of appeal or affidavit reference is made to any document, to produce that document for the inspection of the party giving the notice, and to permit him to take copies thereof, and any party not complying with the notice shall not afterwards put that document in evidence without leave.

37. *Notice to produce.* (*Form* 34.)] Either party may serve on the other party notice to produce such documents as relate to the matter or appeal, and are in the possession or control of such other party, and if the notice is not complied with, secondary evidence of the contents of such documents may be given by the party who gave the notice.

38. *Notice to admit.* (*Form* 35.)] Either party may serve on the other party notice to admit any documents saving all just exceptions, and in case of neglect or refusal to admit after such notice, the costs of proving any such document shall be paid by the party so neglecting or refusing, whatever the result of the matter or appeal may be, unless at the hearing the Court certify that the refusal to admit was reasonable; and no costs of proving any documents shall be allowed unless notice to admit has been given, except where the omission to give the notice is, in the opinion of the taxing officer, a saving of expense.

(*To be continued*).

LAW SOCIETIES.

THE SELDEN SOCIETY.

The Master of the Rolls presided on Wednesday over the annual general meeting of the members of the Selden Society, which was held in the Council Room, Lincoln's-inn Hall. Among those present were Lord Justice Romer, Mr. Justice Cozens-Hardy, Mr. Inderwick, Q.C., Mr. Elton, Q.C., Mr. P. O. Lawrence, Q.C., Mr. Renshaw, Q.C., Mr. Warrington, Q.C., Sir Howard Elphinstone, Bart., Mr. B. Fossett Lock (hon. secretary), and others.

The report stated that the society still shews a slight increase in the number of its members, which was 273 for 1898, as compared with 265 for 1897. Volume XII. of the publications, being "Select Pleas in the Court of Requests," was edited by Mr. I. S. Leadam, and published in July as the volume for 1898. Volume XIII., for 1899, will be a volume of "Select Pleas of the Forests," by Mr. G. J. Turner. A large portion of this is already in the press, and the remainder is advancing towards completion. It will be published in the course of the year. Volume XIV., for 1900, will be a volume on the "Municipal Records of Lincoln and Beverley," by Mr. A. F. Leach. The preparation of this is well advanced, and it is believed that it will be ready for the press in the course of the summer. It has not been thought desirable to carry out the scheme of joint publication of the reprint of the Year Books of Edward II., which was referred to in last year's report as being then under consideration. The council accordingly propose to proceed with their own plan, and hope to commence the publication in 1902 and to continue it in alternate years, with the intention that the Year Books shall take the place of the ordinary publications for those years. This will be an expensive undertaking, and the council reserve the power to make an appeal for special contributions, in pursuance of the suggestions made at the annual meeting of 1897. But they believe that, if the future income of the society be maintained at its present figure, they will be able, with the help of the balance now accumulated, to carry it through at the proposed rate without such an appeal. The regretted illness of Professor Maitland will probably make it impossible to commence the publication earlier. The council have heard with much satisfaction that he is making steady progress towards recovery.

The Master of the Rolls said: There is a matter which I should like to refer to, and that is to express our regret at the loss of Lord Herschell, who certainly assisted us, not only by his name, but by the interest which he took in this society. He came forward as our president at a time when our prospects were not so bright as they are at present, and I have no doubt that he really helped us over a crisis. Passing to the report of the council, he congratulated the society upon the slight increase in the number of its members, which was 273 last year as compared with 265 for 1897. He hoped they would find more men who took an interest in these historical matters than at present made their appearance. One of the best volumes they had had of late years was "Select Pleas in the Court of Requests," which was edited by Mr. I. S. Leadam, and published as the volume for 1898. It had not been thought desirable to carry out the scheme of joint publication of the reprint of the Year Books of Edward II., which was referred to in last year's report as being then under consideration. As regarded the Treasury he, as Master of the Rolls, could not get any more money out of them than was enough to finish the work they were engaged upon. They took the view that these were not matters for which they had any right to apply for money. Indeed, they had written him asking how long he was going to beg for assistance. They proposed, therefore, to proceed with their own plan, and hoped to commence the publication in 1902 and to continue it in alternate years, with the intention that the Year Books should take the place of the ordinary publications for those years. He concluded by moving the adoption of the report.

Mr. Justice Cozens-Hardy, in seconding the motion, said he hoped the good work that had been done in the past would secure a long life for the society.

The report was unanimously adopted.

Mr. Elton, Q.C., proposed, and Mr. John Hunter seconded, a motion that the thanks of the meeting be accorded to Lord Justice Romer for his services as vice-president during the past four years, a position which he had consented still to hold.

The proceedings closed with the customary compliment to the president, proposed by Mr. B. G. Lake, and seconded by Mr. Munton.

LAW ACCIDENT INSURANCE SOCIETY.

ANNUAL MEETING.

The sixth annual general meeting of the Law Accident Insurance Society (Limited), was held on Wednesday at the offices, 215, Strand, Mr. Richard Pennington, the chairman, presiding.

The report stated that the income of the society for the year had amounted to £130,383 7s. 9d., as against £79,091 13s. 9d. for the previous

financial year. The claims were £63,219 16s. 1d. and the reinsurance premiums £14,733 5s. 8d. The expenses of management were £20,335 9s., and the commission £13,876 16s. 4d. A sum of £2,512 18s. 7d. had been allowed by way of bonus to policyholders in reduction of their premiums. After allowing and providing for all items of income and expenditure, there remained a reserve fund of £20,000, and a credit balance of £28,132 2s. 6d., making together £48,132 2s. 6d. Out of this credit balance, the directors recommended that a dividend of 6 per cent. (free of income tax) should be paid for the year 1898. Policies of insurance had been granted to employers indemnifying them against their liabilities under the Workmen's Compensation Act, 1898, which came into force on the 1st of July, 1898. Special care had been exercised in the selection of risks, and the directors felt satisfied with the result of the society's operations in this direction. During the year further reinsurance treaties had been entered into—a class of business which the directors desired to extend.

Mr. EDWARD T. CLIFFORD (manager and secretary) having read the notice convening the meeting,

The CHAIRMAN, in moving the adoption of the report, called attention to the death of the late Lord Herschell, who was one of the trustees of the society. He spoke of his great skill as an advocate and of his knowledge as a lawyer, and said that he invariably, in his (the chairman's) experience, attended to the cases that were entrusted to his care. When Lord Herschell became Lord Chancellor in 1892 for the second time, he (the chairman) happened to be president of the Incorporated Law Society, and he could speak as to Lord Herschell's unvarying courtesy on all occasions, and his readiness to listen to the representations of the Law Society, and to give those representations his best consideration. He desired that the meeting should offer to Lord Herschell's family its sympathy with them in their bereavement, and, without taking a formal vote, would assume that this was in accordance with the wishes of the meeting. Turning to the accounts, he called attention to the very considerable increase in the premium income. The total premium income was £127,767, giving a gross income of £130,383, as against £79,091 for the previous year. At the last annual meeting he had told them that the society had expended a considerable sum in special efforts to secure a proper share of the business to be transacted under the Workmen's Compensation Act, and he was glad to say that the anticipations he then expressed had been realized. Since the society was formed in 1892 it had made great progress. In 1893 the gross premium income was £6,677, the reinsurance premiums £884, the bonuses £26, the net premium income £5,767, the claims £484, the expenses of management £4,343, and the ratio of claims and management expenses to net premium income 82·3. At that time there was no special reserve. There was a small general reserve of £1,350. Naturally there was no dividend. The figures for the succeeding years were as follows: 1894, gross premium income £29,444, reinsurances £2,044, bonuses £391, net premium income £2,709, claims £5,020, expenses of management £11,947, ratio of claims and management 62·6—a very sensible reduction, general reserve £12,000, dividend 5 per cent., the amount being £1,250. In 1895 the gross premiums were £48,915, reinsurances £3,798, bonuses £766, net premiums £44,351, claims £22,058, expenses £20,566, ratio of claims and expenses 95·10, special reserve £11,826, general reserve £13,306, dividend 5 per cent., yielding £1,786. In 1896 the gross premiums were £60,935, reinsurances £4,748, bonuses £1,502, net premiums £54,685, claims £26,718, expenses £24,009, ratio of claims and expenses 91·17, special reserve £18,433, general reserve £16,579, dividend 6 per cent., yielding £3,000. In 1897 the gross premiums were £75,654, reinsurances £4,434, bonuses £2,028, net premiums £69,192, claims £42,245, expenses £26,841, ratio of claims and expenses 90·8, special reserve £20,000, general reserve £15,553, dividend 6 per cent., yielding £3,000. In 1898 the gross premiums were £127,767, reinsurances £14,733, bonuses £2,512, net premiums £110,522, claims £63,219, expenses £34,337, ratio of claims and expenses 88·8, special reserve £20,000, general reserve £28,132, dividend 6 per cent., yielding £3,000. This shewed on the whole a very satisfactory state of things. Of course last year was an exceptional year—the special expenses were all thrown upon income in accordance with the practice of the society—but the society was now beginning to feel the effects of that expenditure, and he hoped this would be the case in greater force in future years. The reserve was £20,000, and the credit balance £28,000, which might be considered to be a clear assurance fund. The dividend was not paid this year, as previously, out of the income of the invested funds, but to some extent out of the trade profits. The dividend could have been larger, having regard to the proportion the reserve bore to the net premium income; but the board thought it was their duty to build up a strong reserve. The board were extremely anxious that every branch of the business should prosper, and that they should not obtain increase of income merely from one source, but that there should be a steady increase in every branch. The Workmen's Compensation Act came into operation last July, but the major part of the business in the office in that branch was transacted soon after the Act passed, and therefore the risks then accepted were rapidly running off, which was a favourable feature. The manager had asked him to draw attention to a matter which ought to be generally known—namely, the unexpired liability for claims made under the policies issued in connection with the Act. There was an unknown liability connected with what was regarded as permanent disablement injuries, and it was provided that compensation should be paid as long as disablement lasted, so that payments might go on for an almost indefinite period. The directors had arranged for payment of a lump sum in such cases, so that they might know exactly their position. With regard to the difficulty of interpreting some of the clauses of the Act, the society had joined the Accident Offices Committee, and Mr. Clifford was appointed one of the members of the sub-committee which was instructed to prepare rates, which had been accepted, and which was fairly reliable. But on other matters the directors had found themselves out of harmony with the Accident Offices Committee, and the society had severed its connection with the committee. The directors regretted it very much, but, having gone very carefully into the subject with the general manager, considered it was right they should do so. Of course risks must be rated on their merits. Different trades, and even the same trades, varied in their degree of liability under the Act.

Mr. SAM BIRCHAM seconded the motion, which was carried unanimously.

On the motion of Mr. BIRCHAM, seconded by Mr. JOHNSON, the retiring directors, Mr. Pennington and Mr. W. Melmoth Walters, were re-elected.

On the motion of Mr. JOHNSON, seconded by Mr. HOPWOOD, the retiring auditors, Messrs. Price, Waterhouse, & Co., were re-elected.

Mr. COLLINS moved, and Mr. HOPWOOD seconded, a vote of thanks to the chairman and directors, and to the manager and staff, which was adopted.

The CHAIRMAN returned thanks.

Mr. CLIFFORD also responded, observing that it was an immense satisfaction to him and to the staff to know that what they had done and were doing met with the approbation of the board and of the shareholders.

UNITED LAW SOCIETY.

March 13.—Mr. Yates in the chair.—Mr. E. G. Bretherton moved: "That a Censorship of Plays is undesirable, unnecessary, and impracticable." Mr. F. W. Sherwood opposed, and the debate was continued by Messrs. Woodcock, Richardson, Hubbard, Yates, Davey, and Mutter. The motion was lost.

March 20.—Mr. W. S. Sherrington moved: "That the case of *George* v. *The General Burglary Insurance Association (Limited)* was wrongly decided." Mr. W. J. Boycott opposed. The other speakers were Messrs. Richardson, Davey, Weigall, Williams, and Kains-Jackson. The motion was carried.

LAW STUDENTS' JOURNAL.

BIRMINGHAM LAW STUDENTS' SOCIETY.

The annual dinner of this society was held on Saturday. Mr. Justice Bruce presided in the absence, through illness, of the Master of the Rolls, the president. Amongst the company were Mr. Justice Phillimore, the Lord Mayor (Alderman Beale), his Honour Sir Richard Harington, his Honour Judge Whitehorne, Messrs. A. R. Jelf, Q.C., R. H. Amphlett, Q.C., Hugo Young, Q.C., Registrar Parry, and E. O. Smith (Town Clerk).

The toast of "The Queen" was duly honoured.

Mr. Justice BRUCE, in proposing the toast of "The Birmingham Law Students' Society," said that since he had been a judge he had almost forgotten how to speak, but had learned the almost forgotten art of listening. He, however, found it necessary to say something on this particular occasion. Before the Judicature Act was passed the procedure of the English courts was very different from what it was now. Then there were three or four judges sitting in banco, and they listened to the arguments of counsel and decided upon the result of the arguments. Appeals went to the Exchequer Chamber, presided over by the two chiefs and the two senior judges, and it was only on very rare occasion that appeals were taken from this court. Now appeals were taken from court to court, and every man, to use a sporting phrase, had an equal chance at starting. The law, however, was different from sporting. If a man put money on a horse the matter was soon over, but if they engaged in law it was prolonged. They could start at the court of first instance, go to the Court of Appeal, and even then all the resources were not dried up, for they could, if they chose, go to the House of Lords. It was the case of double or quits, and, perhaps, when they got to the House of Lords, treble or quits. He could not speak too highly of trial by jury, because of the advantage of having a jury to take a common-sense view of the case. It was impossible to attach too much importance to this mode of trial. The tendency had been of late years to do away with the technicalities of pleadings, and so facilitate the progress of an action, and this would be of great advantage to lawyers and to litigants themselves. In time copies of these old forms would only be seen in museums, as shewing how things were done in former years. Addressing more particularly the students, he urged them to study diligently that part of the law which would appertain to their practice from day to day. The Birmingham Law Students' Society was a model society, and an energetic society. By such intercourse as it promoted they were enabled to gain greater knowledge of their profession and greater skill in its practice. The membership of such a society had many advantages, the last of which, and not the least, was that it enabled them to dine together.

The HON. SECRETARY (Mr. A. Hamilton McBean), in responding, spoke of the society as being in a most flourishing condition. They had 276 honorary members, among whom were included judges of the highest courts, while the number of students was eighty-five. Their law classes were attended by eighty-five students, and at their mock trial last October they had about a thousand persons present.

His Honour Judge WHITEHORNE proposed "The City and Corporation." A friend of his had described Birmingham as a self-satisfied city, and his honour thought that if the self-satisfaction were justified, the compliment was a high one. He spoke of the readiness of citizens to do something for the city of their birth or adoption. When a Birmingham man made a fortune he generally devoted it to three objects. He thought of stocking his cellar and his kitchen, and he did not blame him; then he filled his shelves with the best books, and covered his walls with the best pictures; but by far the largest part he spent for the benefit for his fellow-citizens.

The LORD MAYOR responded to the toast, and observed that Birmingham had enjoyed properous times, after having waited a very long time for

them. It had been said that Birmingham was not satisfied with the place in which it found itself on the circuit. It accepted all the advantages of being the last place, but wanted none of the disadvantages, which, he supposed, were unavoidable. The Law Society of Birmingham had, as they had a perfect right to do, instituted an inquiry as to any injustice which took place. He was not particularly sanguine that they would find that there had been any injustice whatever; but if there had been, no doubt they would call attention to it. It was just possible that they were hardly accustomed to the somewhat rapid methods of the eminent judge who presided over the Commercial Court in London, and who presided at Birmingham at the last assize. He was quite satisfied that if they found that any injustice was done, no one would be more anxious to set it right than her Majesty's judges.

Dr. SHOWELL ROGERS proposed the toast of "Bench and Bar." He associated with the bench and the bar the watchwords "Justice and Liberty." They might be commonplace words, but they were glorious phrases. He contrasted the legal business of this country with that of other lands, and mentioned the travesty which was going on in France, as illustrating how much we had to be thankful for.

Mr. Justice PHILLIMORE, in responding to the toast, agreed with his brother judge upon the question of pleadings, feeling that they often became extremely onerous. To a large extent they had turned over a new leaf in the matter now, or, rather, they had gone back to something still older. He thought that, with a wise judicial use of that procedure, they might shape action so that they might cheaply, and easily, speedily, and satisfactorily get cases tried in all parts of England. It had been his lot to be very much mixed up with cases requiring some knowledge of foreign law, and foreign procedure, and to deal with cases which had come or had threatened to come before foreign courts, and he had come to the conclusion that there was no country in the civilized world in which the law's delay was less than in England, and no country in which the business was done in the way in which it was conducted in this country. He did not except even the United States of America, for with all the proverbial quickness of the American, cases could be settled twice over in this country before they were determined in the courts of America.

Mr. A. R. JELF, Q.C., also responded to the toast.

Mr. H. EADEN proposed "The Birmingham Law Society," and mentioned that it was in a sound position, both financially and numerically.

Mr. A. POINTON responded.

"The Chairman" was the only remaining toast, and it was proposed by Mr. H. A. PEARSON; and Mr. Justice BRUCE briefly responded.

LEGAL NEWS.

OBITUARY.

We regret to record the death of Mr. NATHANIEL BRIDGES, the senior partner in the firm of Bridges, Sawtell, & Co., of Red Lion-square, London. He had entered his eightieth year, and died, so to speak, in harness, having been at business within a few days of his death, which was caused by a severe attack of influenza. He graduated at Trinity College, Cambridge, and joined the firm of Bridges & Mason in 1845, and in 1864 the then firm of Bridges & Son was reconstituted. Mr. Bridges was held in great esteem by a large circle of friends and clients, by whom his services were much appreciated, for he was eminently the family lawyer, who knew how to give wise counsel in the most delicate family matters requiring tact as well as acquaintance with law. He was also considered an expert in ecclesiastical law, and was formerly much consulted in various important questions, such as the sale and purchase of livings, and gave valuable evidence before the committee of the House of Lords upon the Simony laws. He was a man of quiet and unobtrusive manner, and his influence for good among a large circle of friends and acquaintances was very marked. The business of the firm was originally founded by Mr. Brook Allen Bridges, uncle to Mr. John Bridges, in Essex-street, in the last century, and was removed to Red Lion-square upwards of a century ago, where it has ever since continued.

The death is announced of Mr. WILLIAM SHERWOOD, clerk of the peace for Reading, and senior member of the firm of Messrs. Lamb, Brooks, & Sherwood, of Reading, Basingstoke, Odiham, and Aldershot. Mr. Sherwood was admitted in 1873 and carried on an extensive conveyancing practice. He was solicitor for Lord Bolton's Hampshire estates and steward of several manors. He was election agent to Mr. A. F. Jeffreys, M.P., when Mr. Jeffreys first contested the Basingstoke Division of Hants.

Sir WILLIAM WEBB HAYWARD, solicitor, of Rochester, died at his residence on Saturday evening from an attack of influenza. He was admitted a solicitor in 1839, and settled at Rochester in 1841. At the early age of 26 he was elected Mayor of Rochester. He severed his connection with the corporation upon his appointment as Clerk of the Peace, a position which he held for 45 years, resigning it on his election as Mayor, for the second time, in 1896. Upon the occasion of his first mayoralty, says the *Times*, he claimed to be the youngest mayor in England, and upon the latter occasion he claimed to be the oldest. In recognition of the probably unique circumstances attending his second mayoralty the Queen conferred upon him the honour of knighthood. He was also the recipent of one of the medals ordered to be struck by the Queen in celebration of Her Majesty's Diamond Jubilee in 1897. Among the many appointments he held, were those of the Clerk of the Peace, Registrar of the County Court, clerk to the Trustees of St. Bartholomew's Hospital, clerk to the Commissioners of Taxes, and District Registrar of the High Court of Justice. He was the leader of the Conservative party in Rochester for nearly half a century. He was an ardent Churchman and was a member of the executive committee of the Diocesan Board of Education, chairman of the Rochester Ruri-Decanal Church Schools Union, and chairman of the Rochester Church Schools Association. He was also a magistrate for Rochester, and was for some years an officer in the West Kent Yeomanry.

APPOINTMENTS.

Mr. JAMES WALKER CLYDESDALE, barrister-at-law, who during the past nine months acted as Railway Solicitor to the Government of Western Australia, was admitted at Perth, Western Australia, on the 21st inst., a Solicitor and Barrister and Commissioner for Oaths of the Supreme Court of Western Australia.

Mr. JAMES SCULLY, barrister, has been appointed Reader in Equity to the Council of Legal Education, in the place of Mr. L. G. Gordon Robbins, deceased.

Mr. JOSEPH WALTON, Q.C., has been appointed Chairman of the General Council of the Bar in the place of Mr. Justice Cozens-Hardy.

Mr. WARRINGTON, Q.C., has been appointed to fill the vacancy in the General Council of the Bar caused by Mr. Justice Cozens-Hardy's elevation to the bench.

GENERAL.

Mr. Justice Barnes had arranged to return to London on Wednesday, but his doctor would not allow him to leave Ipswich. He continues to improve in health, however, and hopes to return to town this week.

Mr. Justice Bucknill announced on Monday that he did not propose to take any common jury case which could not be finished in the day, as he had been requested, in consequence of Mr. Justice Gorell Barnes's indisposition, to sit in the Probate Division. He added that he should probably sit in that division until Mr. Justice Barnes was able to resume his duties.

In the defence of criminal cases in the West and South-West, says a New York paper, it is a common practice for counsel to avail themselves of errors in spelling as objections to the sufficiency of indictments and other legal documents. In a Missouri indictment for hog stealing it was charged that the defendant stole eight head of hogs—"one sow with both ears off, of the value of ten dollars, three guilts marked with a swallow fork and upper bit in the right ear, of the value of five dollars each, and four shoats," worth two dollars and a half apiece. It appears that a gilt is a young sow, and the Supreme Court has held that the indictment is valid notwithstanding the erroneous insertion of "u" in the word. The Texas Court of Criminal Appeals has also recently upheld a verdict of guilty, although in writing out the word the jurors omitted either the "l" or the "t," so that it read "guily" or "guity."

At the funeral service for Lord Herschell, held in Westminster Abbey on Tuesday, the pall-bearers were:—The Lord Chancellor, the United States Ambassador, the Earl of Kimberley, Mr. Balfour, M.P., Lord Strathcona (High Commissioner for Canada), Lord James of Hereford, the Speaker, Sir Henry Roscoe, Mr. Victor A. Williamson, C.M.G., and Mr. Francis W. Buxton, and there was a large attendance of judges, lawyers, and personal friends. The officiating clergy were the Dean, Archdeacon Furse, Canon Wilberforce, Canon Gore, Canon Robinson, and the Precentor, Dr. Troutbeck. Psalm xc. was sung to Purcell's music, the lesson being read by the Dean. Then came the anthem, "He will swallow up death in victory" (S. S. Wesley). The final hymn was "Great God what do I see and hear?" At the conclusion of the service the "Dead March" in Saul was performed, all the congregation standing meanwhile, and as the people left the Abbey Schubert's "Marche Solennelle" was played. Lord Herschell's remains were on Wednesday interred in Tincleton Churchyard, near Clyffe, in the presence of representatives of the Queen and Prince of Wales, and a large number of relatives and friends.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 2.	Mr. Justice North.	Mr. Justice Stirling.
Monday, March 27	Mr. Leach	Mr. Carrington	Mr. Beal
Tuesday 28	Godfrey	Lavie	Pugh
Wednesday 29	Leach	Carrington	Beal
Thursday 30	Godfrey	Lavie	Pugh
	Mr. Justice Kekewich.	Mr. Justice Romer.	Mr. Justice Byrne.
Monday, March 27	Mr. Greswell	Mr. Farmer	Mr. Jackson
Tuesday 28	Church	King	Pemberton
Wednesday 29	Greswell	Farmer	Jackson
Thursday 30	Church	King	Pemberton

The Easter Vacation will commence on Friday, the 31st day of March, and terminate on Tuesday, the 4th day of April, 1899, both days inclusive.

THE PROPERTY MART.

SALES OF THE ENSUING WEEK.

March 24.—Messrs. Stimson & Sons, at the Mart, at 2, Freehold Ground-rents in South Lambeth, Brixton, Denmark Hill, and Stoke Newington; value over £300 per annum. Also Leasehold Ground-rents in Paddington and South Lambeth; value over £280 per annum. Solicitors, Messrs. Tarry, Sherlock, & King, London. (See advertisement, March 18, p. 3.)

March 28.—Messrs. Debenham, Tewson, Farmer, & Bridgewater, at the Mart, at 2 (Re the Land Securities Co. (Ltd.), in Liquidation (Fourth Sale)), in Lots, the following properties:—Chislehurst: Thirteen Freehold and Leasehold Residences, the total rent-roll of the whole being £1,255 per annum. South Kensington: Five superior Freehold and long Leasehold Town Houses, in good positions, and together estimated to produce £754 per annum. Rotherhithe: A capital Wharf, in a good position, three minutes' walk from Rotherhithe Railway Station, with a long frontage to the river and to Rotherhithe-street, let at £165 per annum. Chiswick: Six Shops and Dwelling-houses, in a convenient position, five minutes' walk from Turnham-green Station, all let, and producing £231 per annum. Sydenham: For Investment or Occupation, five capital detached Residences, in the most favourite parts, close to the Crystal Palace grounds, and within easy distance of several railway stations. Brixton and Herne Hill: Five capital Shops and five Private Residences, in good positions, within easy reach of Brixton, Herne Hill, and Tulse Hill Railway Stations, rent-roll being £492 10s. per annum. Surrey: Two Freehold Residences, about 1¼ miles from Godstone Station, on the S.E.R., whence there is a direct access to the City and West-end, and close to Blindley Heath, on the main road to East Grinstead. Croydon: A Freehold Residence, about twelve minutes' walk from East Croydon, New Croydon, and Addiscombe Railway Stations. Solicitors, Messrs. Ashurst Morris, Crisp, & Co., and Messrs. Kennedy, Hughes, & Ponsonby, of London. (See advertisements, March 11, p. 5.)

March 29.—Messrs. Robert Tidey & Son, at the Mart, at 2, modern Freehold Block of Shops and Offices, Nos. 46 and 47, Bow-lane, Cheapside, let at £545 per annum. Solicitors, Messrs Harry Dade & Co., London. (See advertisement, March 18, p. 3; this week, p 5.)

March 29.—Messrs. Frank Jolly & Co., at the Mart, at 2, in 3 Lots, Freehold Ground-rents, amounting to £190 per annum; secured upon 30 Houses in Hounslow. Solicitors, Messrs. Mackrell, Maton, Godlee, & Quincey, London. (See advertisement, this week, p. 5.)

WINDING UP NOTICES.

London Gazette.—Friday, March 17.

JOINT STOCK COMPANIES.

Limited in Chancery.

Benjamin Brooke & Co, Limited—Creditors are required, on or before May 23, to send their names and addresses, and the particulars of their debts or claims, to Ernest Cooper, 14, George st, Mansion House

Brookmans Gold Exploration and Finance Association of Western Australia, Limited—Creditors are required, on or before Aug 1, to send their names and addresses, and the particulars of their debts or claims, to Mr William Slingsby Ogle, 90, Cannon st. Lumley & Lumley, 15, Old Jewry chmbrs, solors for liquidator

Compressed Gas Co, Limited—Petn for winding up, presented March 14, directed to be heard on March 29. Sweetland & Greenhill, 23, Fenchurch st, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 28

Isle of Wight Brewery Co, Limited—Creditors are required, on or before April 25, to send their names and addresses, and the particulars of their debts or claims, to Arthur Goddard, St. George's House, Eastcheap

London and Birmingham Canal Carrying Co, Limited (in Voluntary Liquidation)—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to Alfred James Graham, Worcester Wharf, Birmingham. Newey & Son, Birmingham, solors for liquidator

Nash, Limited (in Liquidation)—Creditors are required, on or before April 18, to send their names and addresses, and the particulars of their debts or claims, to Sydney Jeffreys, 22, Queen st Lumley & Lumley, 37, Conduit st, Bond st, solors for liquidator

New Julia Nitrate Co, Limited—Creditors are required, on or before April 28, to send their names and addresses, and the particulars of their debts or claims, to Walter Francis Mills, 37, Walbrook. Goldberg & Co, 2 and 3, West st, solors to liquidator

Sandes & Co, Limited—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts and claims, to James Bishop Laurie, 2, Gresham bldgs, Basinghall st

Tyne Glendower Steamship Co, Limited—Creditors are required, on or before May 6, to send in their names and addresses, and the particulars of their debts or claims, to J. Primrose Lindsay, Mercantile chmbrs, Quayside, Newcastle on Tyne. Ince & Co, St Bene't chmbrs, Fenchurch st, solors for liquidator

FRIENDLY SOCIETY DISSOLVED.

Mosslake Friendly Society, 124, Pembroke pl, Liverpool. March 3

London Gazette.—Tuesday, March 21.

JOINT STOCK COMPANIES.

Limited in Chancery.

African Consolidated Land and Trading Co, Limited.—Petn for winding up, presented March 16, directed to be heard on March 29. Lesser & Co, 47, Leadenhall st, solors for petners. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of March 25

Amiral Soap Syndicate, Limited (in Liquidation)—Creditors are required, on or before April 21, to send their names and addresses, and the particulars of their debts or claims, to James Edward Costello, 3, Throgmorton avenue

"Ayrshire" Steamship Co, Limited—Creditors are required, on or before May 4, to send their names and addresses, and the particulars of their debts or claims, to Henry William Bennett, Billiter bldgs

Cycle and Electro-Plating Co (Savilles'), Limited—Creditors are required, on or before April 17, to send their names and addresses, and the particulars of their debts or claims, to Arthur Gordon Hood, Royal Exchange, Middlesbrough

Economic Gold Extraction Co, Limited—Creditors are required, on or before April 17, to send their names and addresses, and the particulars of their debts or claims, to Sydney Jeffreys, 22, Queen st. Russell & Arnhold, 17, Gt Winchester st, solors for liquidator

Empire Newspaper Co, Limited—Creditors are required, on or before May 1, to send their names and addresses, and the particulars of their debts or claims, to Harry J. Gully, 11, Rood lane

European and Colonial Investment Syndicate, Limited—Creditors are required, on or before May 2, to send their names and addresses, and the particulars of their debts or claims, to John Henry Champness, 103, Cannon st. Leonard & Pilditch, New Broad st, solors for liquidator

George Dibben, Limited—Creditors are required, on or before May 2, to send their names and addresses, and the particulars of their debts or claims, to William Thomas Ogden, 6A, Austinfriars. Emanuel & Simmonds, Finsbury circus, solors for liquidator

Harmony Co, Limited—Petn for winding up, presented March 20, directed to be heard on March 29. Francis & Co, St Stephen's chmbrs, Telegraph st, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 28

Lanzi Exploration Co, Limited—Petn for winding up, presented March 15, directed to be heard on March 29. Stone, Billiter sq bldgs, solor for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 28

N.A.P. Window Co, Limited—Petn for winding up, presented March 15, directed to be heard March 29. Hoyle, Parliament mnsns, Victoria st, Westminster, solor for petitioning creditors. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 28

Orient Pearl and Diamond Co, Limited—Petn for winding, presented March 17, directed to be heard March 29. Miller & Co, St Stephen's chmbrs, Telegraph st, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 28

Veale & Co, Limited—Creditors are required, on or before April 12, to send their names and addresses, and the particulars of their debts or claims, to Joseph May Coon, Et Austell

Wiltshire Steamship Co, Limited (in Voluntary Liquidation)—Creditors are required, on or before April 22, to send their names and addresses, and the particulars of their debts and claims, to John Russell Elliott, Royal Insurance bldgs, Queen st, Newcastle on Tyne

FRIENDLY SOCIETY DISSOLVED.

Sanctuary Merry Shepherds, Trossachs Hotel, Barking rd, Canning Town, Essex. March 13

Suspended for Three Months.

Friend-in-Need Lodge, A.N.O.U.O.F. Friendly Society, Duke of Cambridge Hotel, Duke st, St Helens, Lancs. March 7

Friendly Society, King's Head Inn, South Ockendon, Essex. March 6

National Sunday School Sick and Burial Society, National Sunday School, Mu-bury, Lancs. March 6

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

Last Day of Claim.

London Gazette.—Tuesday, March 21.

Edge, James Henry, Liverpool April 29 Edge v Lothrop, Kekewich, J Quigg'n, Liverpool

Elliot, James Robert, Matilda st, Barnsbury, Cab Proprietor April 24 Elliot v Elliot, Stirling, J Attenborough, Ely pl, Holborn

Lenard, Edward, St John st rd, Clerkenwell, Funeral Furnisher April 14 Goode v Collins, Byrne, J Daniell, Gt Winchester st

Smith, Annie Reeves, Esplanade Hotel, Seaford, Sussex April 10 Vaughton v Vaughton, Kekewich, J Bedford, Newhaven

Smith, George Reeve, Explanade Hotel, Seaford, Hotel Proprietor April 10 Vaughton v Vaughton, Kekewich, J Bedford, Newhaven

Webb, Richard, Gloucester rd, Kew April 18 Norman v Norman, Stirling, J Fiske, Norfolk st, Strand

UNDER 22 & 23 VICT. CAP. 35.

Last Day of Claim.

London Gazette.—Friday, March 3.

Addison, John Garrett Curtis, Fulham, Civil Engineer May 1 Saltwell & Co, Stone bldgs, Lincoln's inn

Arch, Thomas, Pontrhydfendigaid, Cardigan, Farmer March 25 Smith & Co, Aberystwyth

Baker, Sarah, Boscombe April 3 Chapman & Co, Henrietta st, Cavendish sq

Barber, Margaret, Rhyl, Flint April 13 Pierce-Lewis, Rhyl

Bishop, Henry, Birmingham, Tin Lantern Manufacturer March 25 Foster & Co, Birmingham

Blackwell, John Thomas, Nottingham, Undertaker April 3 Goodall & Son, Nottingham

Brereton, George, Hitchin, Norfolk, Farmer March 15 Bircham & Stoughton, Fakenham

Burke, Rev Charles, Monkton, York April 15 Spink & Brown, York

Clay, Samuel, North Evington, Leicester, Boot Manufacturer March 9 Bulman, Leicester

Cloake, Thomas Edwin, Walbrook, Hardware Merchant April 18 Farman, Walbrook

Connemara, the Right Hon Gertrude Lawrence Knight, Baroness, Grosvernor st April 6 Collyer-Bristow & Co, Bedford row

Cousens, Charles Hughes April 12 Goddard, Cornhill

Crane, Jane, Kensington April 15 Mead & Sons, Arundell st, Piccadilly circus

Curtis, Mary Selina, Clapham March 31 Faithfull & Owen, Victoria st

Deeks, Mary Ann, Ipswich April 4 Gooding, Ipswich

Dewhurst, Henry, Preston, Auctioneer March 25 Thompson & Oakey, Preston

Emmett, Sarah Mary Rowse, Plymouth April 15 Weekes, Plymouth

Emmett, Ursula Elizabeth, Plymouth April 15 Weekes, Plymouth

Fawkes, Harriet, Penge March 31 Dixon, Chelmsford

Gaskell, Abel, Stockport, Licensed Victualler March 18 Newton & Son, Stockport

Gething James, Wylde Green, Warwick, Glass Merchant March 25 Seymour & Co, Birmingham

Gibson, David, Halifax, Coal Merchant March 24 Ingram & Huntriss, Halifax

Godbold, Charles, and Emily Godbold, Streatham April 1 Carpenter & Sons, Laurence Pountney lane

Green, Thomas, Gt Bromley, Essex, Farmer April 4 White & Son, Colchester

Hall, James Herbert, Golcar, nr Huddersfield, Innkeeper April 1 Ramsden & Co, Huddersfield

Hanson, Joseph, Northampton, Wine Merchant June 1 Dennis & Faulkner, Northampton

Hawkins, Charles Henry, Colchester, J P April 17 Elwes & Turner, Colchester

Huntley, Thomas, Enfield, Bank Clerk April 4 Emanuel & Simmonds, Finsbury circus

James, Mary Ann, Handsworth March 25 Seymour & Co, Birmingham

Kees, Mary Ann, Portishead, Somerset April 10 Gwynn & Masters, Bristol

Kerr, Rev William Brown, Fairford, Gloucester Apr 5 Norton & Co, Victoria st, Westminster

MORGAN, ELIZABETH, Caerleon, Mon April 10 Laybourne, Newport, Mon
MOORE, JOSEPH HENRY, Northampton June 1 Dennis & Faulkner, Northampton
MUGGERIDGE, FRANCES, Balham March 20 Rogers, Chancery ln
MUNK, WILLIAM, MD, FRCP, Finsbury sq April 21 Bastard, Brabant ct
NASH, WILLIAM THOMAS, Beyton, Suffolk, Butcher March 11 Woolnough & Co, Bury St Edmunds
NORRISH, GEORGE, St Leonards on Sea, Mineral Water Manufacturer April 4 Timbrel & Deighton, King William st
OPENSHAW, JOHN, Rochdale March 31 Jackson & Co, Rochdale
ORAM, ALFRED GEORGE, Tottenham March 31 Clarke, Clapham
PARTRIDGE, LOUISA ANGELINA, South Kensington April 17 Coote & Co, Broad st House
PENBERTHY, HENRY, Helston, Cornwall April 10 Bolton & Co, Temple gdns, Temple
QUINCE, SUSANNAH, Cambridge April 10 Button & Aylmer, Newmarket
ROBERTS, ROBERT EDWIN, Arundel March 25 Holmes & Co, Arundel
RYDER, REBECCA, Boscombe April 29 Shute & Swinson, Birmingham
SAVAGE, JOHN, Macclesfield, Yeoman April 4 Taylor, Macclesfield
SHAW, OWEN, Sowerby Bridge, York, Wine Merchant May 1 Farrar, Halifax
SHERRATT, Mrs ELLEN, Cheltenham March 20 Ticehurst & Sons, Cheltenham
SKIDMORE, Miss DIANA, Stourbridge March 17 Collis, Stourbridge
SMITH, JOHN, Bristol, Baker March 25 Stevens, Bristol
STADDEN, JOHN, Minehead, Somerset March 31 Powning, Salisbury, Wilts
STEVENSON, FRANCES ANN, Liverpool April 1 Gibson & Co, Portugal st bldgs
WILLIAMS, CHARLES BASIL, Caerleon, Mon April 10 Searle, Newport, Mon
WILSON, HARRIET JANE, Upper Clapton March 31 Ranger & Co, Fenchurch st

London Gazette.—TUESDAY, March 7.

BERESFORD, ALBINO UBERTO JOEY BARBATI, Wimbledon May 1 Smith & Sons, Lincoln's inn fields
BRAMLEY, WILLIAM, Liverpool, Farmer March 30 Evans & Co, Liverpool
BREWER, ALEXANDER DINGLE, Cornwall, Agricultural Merchant March 23 Hearle & Co, Truro
BROOKE, THOMAS, Coulsdon, Surrey, Hotel Proprietor April 8 Miller & Co, Salters' Hall ct
CADDICK, DAVID LLEWELLYN, Sunderland April 1 Marshall, Sunderland
CAMPBELL, ANDREW, Marden, Kent May 1 Hollams & Co, Mincing ln
CHENEY, SUSANNA AMBROSE, Old Weston, Huntingdon, Farmer April 8 Deacon & Son, Peterborough
COXE, ALFRED WILLIAM, Streatham April 6 Phipps, Camomile st
DE BOARD, RUTH, New Brighton, Chester April 9 Holden & Cotton, Birkenhead
DOUGLAS, Mrs SARAH, Dungiven, Londonderry, Ireland April 8 Hores & Co, Lincoln's inn fields
FALL, RICHARD CLARMONT, Gledhow gdns April 7 Francis & Calder, Adelaide pl, London bridge
FLOOD, HENRY, Fulham April 23 Spyer & Sons, New Broad st
GILL, REGINALD BUTLER EDGCUMBE, Buckland Monachorum, Devon April 7 T & H Wolferstan, Plymouth
GRANGE, MARIA, North st, Caledonian rd April 4 Sewell & Co, Old Broad st
GRIERSON, SAMUEL MANSELL, Liverpool, Solicitor April 15 Grierson & Mason, Liverpool
GUNTON, GEORGE, Manchester April 18 J & E Whitworth, Manchester
HOUGHTON, FANNY, Clifton, Bristol April 3 Cumberland, Bristol
JONES, ANN, Tulse hill April 18 Lindsay & Co, Ironmonger lane
JORDAN, ANGELINA, Cardigan April 21 Morgan & Richardson, Cardigan
MEIKLE, RICHARD, and ANNA MEIKLE, Newcastle upon Tyne April 24 W J S & J A S Scott, Newcastle upon Tyne
MOORE, GEORGE, Maidstone April 7 Case & Roper, Maidstone
MORRIS, VICTORIA MARIA, Freshwater Bay, I W April 5 Blount & Co, Arundel st
ROGERS, FREDERICK, Bristol March 14 Atchleys, Bristol
SOLE, Rev WILLIAM ANSLOE, Crudwell, Wilts June 1 Drew, Cheltenham
STUBBS, FRANCIS, Scarborough April 10 W & W S Drawbridge, Scarborough
SWITHENBANK, JAMES, Leeds April 15 Chadwick & Sons, Dewsbury
TALBOT, JOHN, Camden ter, Turnham green, Baker April 17 Marshal & Co, Hammersmith
TANKARD, JOHN WILLIAM, Birkdale, Worsted Spinner April 11 Patchett, Birkdale
TOLSON, JOSEPH, Dewsbury, Provision Merchant April 22 Chadwick & Sons, Dewsbury
TRENAMAN, JAMES, Devonport April 5 Shelley & Johns, Plymouth
TUCKER, EDWIN, Weston, nr Bath May 7 Simmons & Co, Bath
VESEY, ARTHUR HENRY, South Croydon April 8 Simpson & Co, Moorgate st
WADE, MARY ANNIE, Harrogate, York April 6 Kirby & Son, Harrogate
WALLOP, The Hon and Rev ARTHUR GEORGE EDWARD, Stockbridge, Hants April 20 Baileys & Co, Berners st
WALSH, SARAH, Liverpool April 10 Sampson & Co, Liverpool
WALTON, MARY ANN, Birmingham April 8 King & Ludlow, Birmingham
WARD, Mrs EMILY JANE, Herne Bay, Kent March 31 Dixon, Pewsey, Wilts
WEBSTER, ELIZABETH, Stockport April 3 McClure & Turner, Stockport
WELBURN, HANNAH WATSON, Robin Hood's Bay, York April 7 Russell, Scarborough
WEST, CHARLES JOHN, Antony Torpoint, Cornwall April 8 Kingston, Fitzroy st
WHALE, JOHN, South Shields, Seagoing Engineer March 25 Blair, South Shields
WIGGLESWORTH, WILLIAM HENRY, South Kirkby, York April 1 Scholefield & Scholefield, Hemsworth
WILLIAMS, WALTER, Brighton, Comedian April 20 Beale & Co, Great George st, Westminster
WILSHER, MARY, Hornsey April 6 Godwin & Son, Wool Exchange
WILSON, ARTHUR HENRY, Liverpool April 1 Bellringer & Co, Liverpool

London Gazette.—FRIDAY, March 10.

AILSA, the Most Hon JULIA Marchioness of, Chelsea April 8 Hopgoods & Dowson, Spring gdns
ALLMAN, GEORGE JAMES, Ardmore, Parkstone, Dorset, MD, FRS, LLD April 10 Witham & Co, Gray's inn sq
BARKER, GEORGE, Aston April 19 Atkinson & Atkinson, Hastings
BARKER, THOMAS, Northallerton, York, Farmer April 8 Gardner, Northallerton
BARRACLOUGH, AMELIA, Drighlington, York May 1 James, Leeds
BARRETT, WILLIAM, Kensington April 8 Biale, Fleet st
BARTLETT, ELIZABETH, Forest Gate, Essex April 19 Browne & Co, Coleman st
BEALE, MARY ANN, Regent's park April 10 Kimbers & Boatman, Lombard st
BELLAIRS, BEAUCHAMP ST JOHN, late commanding HMS *Jackdaw* April 14 Bellairs, Clevedon
BENNETT, CHARLOTTE ANNE, Wimbledon March 23 Cameron & Co, Gresham house
BENNETT, WILLIAM, Halifax April 14 Storey & Williams, Halifax
BENTINCK, Baron JOHN WILLIAM HENRY, Ealing June 5 Caprons & Co, Savile pl, Conduit st
CHEESEMAN, CHARLES TAYLOR, Hove, Sussex, Agent April 10 Cockburn & Rodgers, Hove
CHESSER, HENRY, Wood Green, Veterinary Surgeon April 1 Pitchforth & Co, Bucklersbury
CLAVERING, Lady CHRISTINA, Harrogate, York April 12 Taylor & Newborn, Epworth, nr Doncaster
COTTER, the Rev WILLIAM LAWRENCE, West Coker, Somerset May 1 Newman & Co, Yeovil
CUMMING, JAMES, Sketty, nr Swansea, Marine Engineer April 17 Ingledew & Co, Swansea
DEAL, MARY ANN, Walworth April 10 Booth, Camberwell rd
DUNN, CHARLES GEORGE, Liverpool, Merchant April 30 Batesons & Co, Liverpool
EDMONDS, JAMES CLARKE, Dartmouth April 10 King, 5, Gray's inn sq
ELLIS, SOPHIA MARY, Liverpool April 12 Wilson & Co, Liverpool
FIELDHOUSE, ANN, Leeds April 15 Cranswick, Leeds
FRAIL, CHARLES SIMPSON, Wraysbury, Bucks April 24 Leggatt & Co, 5, Raymond bldgs, Gray's inn
GIBBS, MARGARET, Carisbrooke, I W April 22 Gunner & Wilson, Newport
GIBBS, ROBERT, Banbury, Oxford April 7 Aplin & Co, Banbury
GIBBS, ROBERT SMITH, Carisbrooke, I W April 22 Gunner & Wilson, Newport
GODSELL, ELIZA, Camden rd April 5 Tempany & Co, Bedford row
GOODSELL, SARAH, Woodchurch, Kent April 1 Hallett & Co, Ashford, Kent
GOUGH, PHILIP, Reigate, Surrey April 15 Nisbet & Co, Lincoln's inn fields
GREEN, CHARLES, Bishop's Castle, Salop, Skinner April 12 Griffiths, Bishop's Castle
GREY, Dame ELIZA, South Kensington April 11 Pears & Co, Sackville st
GREY, the Rt Hon Sir GEORGE, South Kensington April 11 Pears & Co, Sackville st
HAINES, BERRY, Egham, Surrey, Plumber April 9 Janson & Co, Finsbury circus
HASSALL, MARY ELIZABETH, Nottingham May 2 Watson & Co, Nottingham
HAWKES, HENRY HOWELL, Southernhay, Exeter April 9 Wright, Lincoln's inn fields
HEMPSON, AMIS, Ramsey, Essex, Farmer April 28 Elwes & Turner, Colchester
HOLL, ROBERT DURANT, Norwich April 17 Kent & Son, Norwich
HULME, WILLIAM CARTER, Gorton, Manchester, Commercial Traveller April 8 Taylor, Ashton under Lyne
ISAAC, EMMA, Warrington cres, Maida Vale April 19 Grunebaum, Ely pl
JACKSON, CATHERINE, Stalybridge April 8 Whitworth & Co, Ashton under Lyne
JARVIS, SAMUEL, Kilmington, Somerset April 5 Cruttwell & Co, Frome
JONES, ABEL, Rhyl, Flint, Builder April 11 Bromley, Rhyl
KING, ANN, Rodborough, Gloucester April 11 Davis, Stroud, Glos
LEGGETT, JAMES, Great Yarmouth March 20 Burton & Son, Great Yarmouth
LÜDERS, CHRISTIAN HEINRICH, Hamburg April 10 Goldberg & Co, West st, Finsbury cir
LYNE, THOMAS BENJAMIN, Hornsey Park rd April 15 Mills & Co, Brunswick pl, City rd
MARSHALL, WALTER JAMES, Patterdale Hall, Westmoreland April 29 Robinson & Sheffield, Beverley
NEWTON, the Right Hon WILLIAM JOHN Baron, Belgrave sq April 8 Houseman & Co, Prince's st, Storey's gate
OMMANNEY, FRANCIS, Gt Winchester st April 18 A R & H Steele, College hill
PARKER, THOMAS, Manchester, Confectioner May 1 Phythian & Bland, Manchester
PETERSON, ELIZABETH, Newcastle upon Tyne April 18 Hoyle & Co, Newcastle upon Tyne
PIDGEON, AMELIA HEPHZIBAH, Great Yarmouth March 16 Burton & Son, Great Yarmouth
POWELL, THOMAS HARRISON, Wolverhampton, Accountant March 27 Perry, Wolverhampton
PRICE, JOHN, Birmingham, Chandelier Polisher April 3 Restall, Birmingham
PROCTER, WILLIAM, Leighton Buzzard April 11 Voss, Bethnal green rd
RHODES, SUSAN, Manchester March 15 Mercer, Manchester
ROBINSON, ARNOLD EDMUND, Manchester, Engineer April 11 Dixon & Linnel, Manchester
ROE, STEPHEN PALMER GRIFFITHS, Clapham April 24 Arnold & Co, Laurence Pountney hill
ROSS, ANNE, Kingston upon Hull April 11 Frankish & Co, Hull
ROWLEY, HANNAH, New Brighton, Chester March 31 Wilson & Cowie, Liverpool
SALISBURY, THOMAS, Tottenham April 8 Hodgkinson, Bolton
SILVESTER, JANE, Chalton, Hants April 18 Arnold & Co, Chichester
SIMKINS, CHARLES WICKENS, Lowdham, Nottingham March 31 Dowson & Wright, Nottingham
SMITH, WALTER RUMNEY, and MARY PEARMAN SMITH, East Ham, Essex April 6 Smith, Gracechurch st
SPERREY, EDWARD, Chaddesden, nr Derby April 29 Priestley, Derby
STOCK, HENRY DANIEL, Folkestone April 24 Whichcord, Canterbury
STREET, ANN, Buxton March 25 Taylor & Brown, Buxton
STREET, JOHN ALLEN, Buxton, Saddler March 25 Taylor & Brown, Buxton
SWAINSON, CHRISTOPHER GRAIN D'ORGE, Ealing April 10 Barnes & Bernard, Finsbury circus
TAYLOR, LOUISA, St Leonard's on Sea April 3 Westwood, Birmingham
TURPIN, JOHN, Nottingham May 2 Watson & Co, Nottingham
TURTON, HENRY, Staveley, Derby May 1 Stanton & Walker, Chesterfield
VART, RALPH, Darlington, Yeoman March 31 Jennings, Bishop Auckland
WAKEFIELD, JOHN, Birmingham, Machinist April 17 Baker, Birmingham
WAKEFIELD, HANNAH, Edgbaston, Warwick April 17 Baker, Birmingham
WALKER, the Rev JOSEPH, Great Billing, Northampton April 10 Fox & Co, Victoria st
WALL, WILLIAM, Malmesbury, Wilts April 15 Clark & Smith, Malmesbury
WARDLE, JANE, Winshill, Derby April 10 Goodger & Son, Burton on Trent
WARDLE, WILLIAM, Winshill, Derby April 10 Goodger & Son, Burton on Trent
WICKHAM, the Rev HORACE EDWARD, Bedford March 31 Halliley & Stimson, Bedford
WOOLVERTON, JAMES, Great Yarmouth, Auctioneer March 16 Burton & Son, Great Yarmouth

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, March 17.

RECEIVING ORDERS.

ALDIS, FREDERICK WILLIAM, Norwich, Florist Norwich Pet March 14 Ord March 14

BISHOP, ARTHUR, Coleorton, Leicester, General Dealer Burton on Trent Pet March 15 Ord March 15

BLACKBURN, JOHN, and GEORGE BLACKBURN, Chorley, Lancs, Clothiers Bolton Pet Feb 24 Ord March 15

BOWKETT, WILLIAM HENRY, Wolverhampton, Greengrocer Wolverhampton Pet March 14 Ord March 15

BROTHERS, ERNEST CHARLES, Ramsgate, Leather Seller Canterbury Pet March 13 Ord March 13

BRYAN, GEORGE ALFRED, Chiswick, Hire Trader Brentford Pet March 11 Ord March 11

CANNON, GEORGE ALBERT, Waterlooville, Hants, Painter Portsmouth Pet March 14 Ord March 14

COOK, CHARLES HENRY, Horsham, Sussex, Clothier's Assistant Brighton Pet March 13 Ord March 13

COOK, REUBEN HAROLD, Surbiton, Surrey, Brickmaker's Manager Kingston, Surrey Pet March 13 Ord March 13

CRAVEN, EDGAR JOSEPH, Leeds Leeds Pet March 3 Ord March 13

CROWE, ALBERT, South Heigham, Norwich, Journeyman Bricklayer Norwich Pet March 13 Ord March 13

DABELL, ERNEST, Newport, I of W, China Dealer Newport Pet March 13 Ord March 13

EDWARDS, ELIZABETH, Hereford Hereford Pet March 2 Ord March 15

GRIFFITHS, THOMAS JOHN MANSEL, Tonypandy, Grocer Pontypridd Pet March 13 Ord March 13

GULLEY, GEORGE WILLIAM, South Molton, Devon, Butcher Barnstaple Pet March 10 Ord March 11

HAZARD, CHARLES, Ryde, I of W, Baker Newport Pet March 14 Ord March 14

HINGLEY, A E, Cradley Heath, Provision Dealer Stourbridge Pet Feb 21 Ord March 10

HODDINOTT, JOHN, Woolston, Southampton, Shoemaker, Southampton Pet Feb 23 Ord March 15

HUSBANDS, GEORGE, Long Eaton, Derbys, Lace Machine Builder Derby Pet March 14 Ord March 14

HYLAND, JAMES, Harpurhey, Manchester Manchester Pet Feb 28 Ord March 15

KYDD, ALEXANDER MACPHERSON, Manor Park, Essex, Builder High Court Pet March 13 Ord March 13

LE RICHE, CHARLES PAUL HUGH, and ARTHUR WILLIAMS, Hereford, Hosiers Hereford Pet March 13 Ord March 13

LESLIE, J C, Hassop, Derbys Derby Pet Feb 24 Ord March 14

MCCARTHY, G A, Gunnersbury High Court Pet Jan 7 Ord March 14

MEENZ, ALBERT PHILLIP, Wakefield, Foundry Labourer Wakefield Pet March 14 Ord March 14

MITCHELL, WILLIAM, Fish st hill, Baker High Court Pet March 14 Ord March 14

NETTLETON, SAMUEL HANNAM, Old Bilton, nr Harrogate, Yorks, Mason York Pet March 13 Ord March 13

PAULY, MILES ARTHUR, Hove, Sussex, Clerk Brighton Pet March 13 Ord March 13

RAWLINSON, ALFRED, Market Rasen, Lincs, Seedsman Lincoln Pet March 13 Ord March 13

ROBSON, MATTHEW, Langley Moor, Durham, Stoneman Durham Pet March 13 Ord March 13

ROCHE & PORTER, Southport, Stockbrokers Liverpool Pet Feb 13 Ord March 10

SEAMARK, HARRY LESLIE WARWICK, Luton, Bedford, Baker Luton Pet March 13 Ord March 13

SERGEANT, FREDERICK WILLIAM, Longton, Staffs, Publican Stoke upon Trent Pet March 13 Ord March 13

SHAWYER, OWEN EVANS, Landport, Jeweller Portsmouth Pet March 14 Ord March 14

SMITH, GEORGE, Landport, Builder Portsmouth Pet March 14 Ord March 14

SMITH, JOSEPH, Belbroughton, Worcester, Farmer Stourbridge Pet March 13 Ord March 13

THOMAS, THOMAS, Penrhiwceibr, Glam, Grocer Aberdare Pet March 15 Ord March 15

WALL, JAMES, Cheltenham, Builder Cheltenham Pet Pet March 13 Ord March 13

WALTERS, BYRON, Nuneaton, Fish Merchant Coventry Pet March 15 Ord March 15

WHITEHEAD, FRED, Oldham, Clerk Oldham Pet March 11 Ord March 11

WILSON, JOHN, Wath upon Dearne, Tailor Sheffield Pet March 13 Ord March 13
Amended notice substituted for that published in the London Gazette for Jan 17:

CAMPBELL, JAMES, Berwick upon Tweed, Printer Newcastle on Tyne Pet Jan 12 Ord Jan 12
Amended notice substituted for that published in the London Gazette of March 7:

LOEFFLEUR, CHARLES, Wolverhampton, Tobacconist Wolverhampton Pet March 2 Ord March 2

FIRST MEETINGS.

AVERY, WILLIAM, and WILLIAM JESSE AVERY, East Grinstead, Butchers March 24 at 1.30 Railway Hotel, East Grinstead

BASKERVILLE, WILLIAM, Manchester, Tea Merchant March 27 at 3 Off Rec, Byrom st, Manchester

BRADLEY, FRANK, Clapham March 27 at 11.30 24, Railway app, London bridge

BRENTON, WILLIAM JAMES, St Enoder, Cornwall, Boot Maker March 25 at 12 Off Rec, Boscawen st, Truro

BROTHERS, ERNEST CHARLES, Ramsgate, Leather Seller March 25 at 12 Off Rec, 73, Castle st, Canterbury

CAMPBELL, JAMES, Berwick upon Tweed, Printer March 28 at 10.30 Off Rec, 30, Mosley st, Newcastle on Tyne

CANNON, GEORGE ALBERT, Waterlooville, Hants, Painter March 29 at 3.30 Off Rec, Cambridge junction, High st, Portsmouth

CARTMELL, WILLIAM, Kendal, Commercial Traveller March 29 at 11.30 Grosvenor Hotel, Stramongate, Kendal

COPPEN, SYDNEY WILLIAM, Portsmouth, Hants, Boot Maker March 28 at 3 Off Rec, Cambridge junction, High st, Portsmouth

DE MUNITIZ, JOSE MARIA, Liverpool, Shipstore Dealer April 12 at 12 Off Rec, 35, Victoria st, Liverpool

ELLIS, EDWIN, Southport, Ironmonger March 29 at 12 Off Rec, 35, Victoria st, Liverpool

ESSOR, FREDERICK VERNON, Dorchester, Auctioneer March 24 at 12.30 King's Arms, Dorchester

FELTHAM, JAMES, Holyhead, Anglesey March 24 at 4 Crypt chmbrs, Eastgate row, Chester

GEFFERS, FREDERICK, Deptford, Kent, Barman March 24 at 11.30 24, Railway app, London Bridge

GIBBON, MATTHEW, Leeds, Fishmonger March 24 at 11 Off Rec, 22, Park row, Leeds

GULLEY, GEORGE WILLIAM, South Molton, Devon, Butcher March 24 at 2 George Hotel, South Molton

HAMMOND, ALFRED, Merthyr Tydfil, Driver March 27 at 3 135, High st, Merthyr Tydfil

HARRIS, HENRY, Llanelly, Hotel Proprietor March 24 at 11 Off Rec, 4, Queen st, Carmarthen

JACKSON, JOHN, Chirk, Denbighs, Farmer March 25 at 12.30 Hand Hotel, Chirk

KYDD, ALEXANDER MACPHERSON, Manor Park, Essex, Builder March 24 at 12 Bankruptcy bldgs, Carey st

LAMBERT, JAMES ALEXANDER, Thorne, York, Clerk March 24 at 2 Off Rec, Figtree ln, Sheffield

MACDONALD, SAMUEL, Liverpool, Baker March 23 at 12 Off Rec, 35, Victoria st, Liverpool

MALPAS, CHARLES, Leicester, Boot Retailer March 24 at 3 Off Rec, 1, Berridge st, Leicester

NETTLETON, SAMUEL HANNAM, Old Bilton, Harrogate, Yorks, Mason March 28 at 12.15 Off Rec, 29, Stonegate, York

PALMER, H & Co, Hounsditch, Basket Merchants March 24 at 11 Bankruptcy bldgs, Carey st

PARKER, ROBERT, Darwen, Lancs, Smallware Dealer March 24 at 2.15 County Court house, Blackburn

PARKER, WILLIAM HENRY, Bickenhall mansions, Gloucester pl March 24 at 2.30 Bankruptcy bldgs, Carey st

PEARSALL, BENJAMIN, Kidderminster, Licensed Victualler March 24 at 2.45 Spencer Thursfield, Solicitor, 12, Oxford st, Kidderminster

RAWLINSON, ALFRED, Market Rasen, Lincs, Seedsman March 28 at 12 Off Rec, 31, Silver st, Lincoln

REES, JOSEPH, Penygraig, nr Pontypridd, Haulier March 24 at 12 135, High st, Merthyr Tydfil

ROBERTS, JOHN, Llanelly, Ironmonger March 24 at 11.30 Off Rec, 4, Queen st, Carmarthen

ROBERTSON, ROBERT BOWER, Boscombe, Hants April 13 at 11 County Court bldgs, Cheltenham

SCOTNEY, CHARLES, Belgrave, Leicester, Licensed Victualler May 24 at 12.30 Off Rec, 1, Berridge st, Leicester

SHAW, GEORGE EDWARD, Great Grimsby, Corn Dealer March 24 at 11 Off Rec, 15, Osborne st, Great Grimsby

SHAWYER, OWEN EVANS, Landport, Jeweller March 29 at 3 Off Rec, Cambridge junction, High st, Portsmouth

SMITH, GEORGE, Landport, Builder March 28 at 3.30 Off Rec, Cambridge junction, High st, Portsmouth

SMYTH, JAMES PERCY, Holme, Westmorland, Cattle Dealer March 29 at 11 Grosvenor Hotel, Stramongate, Kendal

SPENSLEY, WILLIAM JAMES, WALTER FREDERICK SPENSLEY, and ROBERT CRAIG, Chester, Provision Merchants March 24 at 3 Crypt chmbrs, Eastgate row, Chester

SPINK, GEORGE, Leeds, Fruit Salesman March 24 at 12 Off Rec, 22, Park row, Leeds

SPRY, PERCIVAL GUS, Fulham, Actor March 27 at 2.30 Bankruptcy bldgs, Carey st

SPURGEON, WILLIAM HENRY, and JOHN LEWIS, South Lambeth, Jobmasters March 24 at 12 Bankruptcy bldgs Carey st

STOTT, JAMES, Rochdale, Boot Maker March 24 at 11.15 Townhall, Rochdale

THOMAS, WILLIAM JOSEPH, St Mary, Haverfordwest, Painter March 25 at 11.30 Off Rec, 4, Queen st, Carmarthen

WALTON, HENRY, and THOMAS WALTON HORSLEY, Brighouse, Dyers March 25 at 11 Off Rec, Townhall chmbrs, Halifax

WILLIAMS, HENRY HOWARD, Carmarthen, Licensed Victualler March 25 at 11 Off Rec, 4, Queen st, Carmarthen

WILLIAMS, WILLIAM THOMAS, Cardiff, Clerk April 5 at 12 117, St Mary st, Cardiff

YOUNG, ROBERT CHARLES, Kidderminster, Provision Dealer March 24 at 3 Spencer Thursfield, Solicitor, 12, Oxford st, Kidderminster

ADJUDICATIONS.

ALDIS, FREDERICK WILLIAM, Norwich, Florist Norwich Pet March 14 Ord March 14

ANDERSON, JAMES, Tunbridge Wells, Sussex, Doctor Tunbridge Wells Pet Feb 9 Ord March 13

BISHOP, ARTHUR, Coleorton, Leics, General Dealer Burton on Trent Pet March 15 Ord March 15

BOWKETT, WILLIAM HENRY, Wolverhampton, Greengrocer Wolverhampton Pet March 14 Ord March 15

BROTHERS, ERNEST CHARLES, Ramsgate, Leather Seller Canterbury Pet March 13 Ord March 13

CANNON, GEORGE ALBERT, Waterlooville, Hants, Painter Portsmouth Pet March 14 Ord March 14

CHILD, WILLIAM CHARLES, Ramsgate, Jam Manufacturer Canterbury Pet Feb 13 Ord March 10

COOK, CHARLES HENRY, Horsham, Sussex, Clothier's Assistant Brighton Pet March 13 Ord March 13

COOK, REUBEN HAROLD, Surbiton, Surrey, Brickmaker's Manager Kingston, Surrey Pet March 13 Ord March 13

CROWE, ALBERT, South Heigham, Norwich, Bricklayer Norwich Pet March 13 Ord March 13

GRIFFITHS, THOMAS JOHN MANSEL, Tonypandy, Glam, Grocer Pontypridd Pet March 13 Ord March 13

GULLEY, GEORGE WILLIAM, South Molton, Devon, Butcher, Barnstaple Pet March 10 Ord March 11

HINGLEY, A E, Cradley, Worcester Provision Dealer Stourbridge Pet Feb 21 Ord March 14

HUSBANDS, GEORGE, Long Eaton, Derby, Lace Machine Builder Derby Pet March 14 Ord March 14

LE RICHE, CHARLES PAUL HUGH, and ARTHUR WILLIAMS, Hereford, Hosiers Hereford Pet March 13 Ord March 13

MARR, JAMES WILLIAM HAMILTON, Birmingham, Banker Birmingham Pet March 1 Ord March 13

MEENZ, ALBERT PHILLIP, Wakefield, Foundry Labourer Wakefield Pet March 14 Ord March 14

MACDONALD, SAMUEL, Liverpool, Baker Liverpool Pet Feb 10 Ord March 15

MITCHELL, WILLIAM, Fish st hill, Baker High Court Pet March 14 Ord March 14

NETTLETON, SAMUEL HANNAM, Old Bilton, nr Harrogate, Mason, York Pet March 13 Ord March 13

OLIVER, FLORENCE MARIA, Poole, Dorset, Licensed Victualler Poole Pet March 8 Ord March 15

PAULY, MILES ARTHUR, Hove, Sussex, Builder's Clerk Brighton Pet March 13 Ord March 13

RAWLINSON, ALFRED, Market Rasen, Lincs, Seedsman Lincoln Pet March 13 Ord March 13

ROBSON, MATTHEW, Langley Moor, Durham, Stoneman Durham Pet March 13 Ord March 13

SEAMARK, HARRY LESLIE WARWICK, Luton, Bedford, Baker Luton Pet March 13 Ord March 13

SERGEANT, FREDERICK WILLIAM, Longton, Staffs, Publican Stoke upon Trent Pet March 13 Ord March 13

SHAWYER, OWEN EVANS, Landport, Jeweller Portsmouth Pet March 14 Ord March 14

SMITH, GEORGE, Landport, Builder Portsmouth Pet March 14 Ord March 14

SMITH, JOSEPH, Belbroughton, Worcester, Farmer Stourbridge Pet March 13 Ord March 13

THOMAS, THOMAS, Penrhiwceibr, Glam, Grocer Aberdare Pet March 15 Ord March 15

WALL, JAMES, Cheltenham, Builder Cheltenham Pet March 13 Ord March 13

WALTERS, BYRON, Nuneaton, Fish Merchant Coventry Pet March 15 Ord March 15

WHITEHEAD, FRED, Oldham, Clerk Oldham Pet March 11 Ord March 11

WILSON, JOHN, Wath upon Dearne, York, Tailor Sheffield Pet March 13 Ord March 13
Amended notice substituted for that published in the London Gazette of Jan 17:

CAMPBELL, JAMES, Berwick upon Tweed, Printer Newcastle on Tyne Pet Jan 12 Ord Jan 12

ADJUDICATION ANNULLED.

GAMBLE, ARTHUR, Leicester, Butcher Leicester Adjud Oct 25, 1898 Annul Dec 23

London Gazette.—TUESDAY, March 21.

RECEIVING ORDERS.

BARRETT, OSCAR HARMON, Clapham, Theatrical Manager High Court Pet March 16 Ord March 16

BERRY, MARTIN, Albrighton, Salop, Commission Agent Madeley Pet March 16 Ord March 16

BEVAN, CHARLES WESLEY, and JOHN WILLIAM BEVAN, Swansea, Ironmongers Swansea Pet March 16 Ord March 16

BINNS, HENRY GREENWOOD, Luddenden, nr Halifax, Engineer Halifax Pet March 15 Ord March 15

BINNS, JOSEPH PICKLES, Luddenden, nr Halifax, Engineer Halifax Pet March 15 Ord March 15

BROXAP, WALTER, Broughton, Salford, Analytical Chemist Salford Pet March 3 Ord March 16

BURDETT, JOHN, Maidenhead, Berks, Nurseryman Windsor Pet March 15 Ord March 15

CHAPMAN, ROBERT, Great Welnetham, Suffolk, Sub-Postmaster Bury St Edmunds Pet March 16 Ord March 16

CHARLES, WILLIAM ARTHUR, and JAMES STEPHEN BLACKWELL, Leicester, Electrical Engineers High Court Pet March 16 Ord March 16

CLOAKE, HENRY THOMAS, jun, Cardiff, Shipowner Cardiff Pet March 15 Ord March 15

COCHLIN, AUGUSTUS CHARLES THODOR, Grangetown, Cardiff, Oil Dealer Cardiff Pet March 16 Ord March 16

COLE, SAMUEL, Green lanes, Newington Green, Builder Edmonton Pet March 17 Ord March 17

COLLYER, FREDERICK, Woolwich, Licensed Lighterman, Greenwich Pet March 15 Ord March 15

CONNOLLY, MADELINE, Cleveland st, Fitzroy sq High Court Pet March 16 Ord March 16

COOPER, ELIZABETH, Stourbridge Banbury Pet March 6 Ord March 17

CRANE, JAMES, Nottingham Nottingham Pet Feb 25 Ord March 15

CRAWFORD, WILLIAM RAMSEY, Cradley Heath, Staffs, Actor Dudley Pet March 17 Ord March 17

DRAKE, JOSEPH, Doncaster, Draper Sheffield Pet March 16 Ord March 16

EARL, ALFRED, Cardiff, Coal Dealer Cardiff Pet March 15 Ord March 15

FARBROTHER, ALFRED, Brabourne, Kent Canterbury Pet March 16 Ord March 16

FAWKES, MARMADUKE, Balham, Fancy Draper Wandsworth Pet March 17 Ord March 17

FOSTER, SAMUEL, Leicester, Boot Manufacturer Leicester Pet March 17 Ord March 17

FREELEY, THOMAS, Southampton, Warehouseman Southampton Pet March 17 Ord March 17

GANGE, EDMUND FORTESCUE, Bristol, Company Promoter Bristol Pet March 3 Ord March 17

HARLAND, JAMES EDWARD, Bradford, Plumber Bradford Pet March 15 Ord March 15

HUGHES, JOSEPH, Golbourne rd, Notting Hill, Butcher High Court Pet Feb 20 Ord March 17

JAMES, ARCHIBALD HOWARD HODGES, Burton, Pembroke, Farmer Pembroke Dock Pet March 4 Ord March 17

JAYNE, CHARLES THOMAS, Thornton Heath, Surrey, Tea Merchant Croydon Pet Dec 23 Ord March 14

LAKE, THOMAS HENRY, Truro, Merchant Truro Pet March 2 Ord March 15

LEE, WILLIAM, Tadcaster, Yorks, Farmer York Pet March 16 Ord March 16

LOCKE, EDWARD, Thornton Heath, Surrey, Architect Croydon Pet Feb 10 Ord March 14

LUBY, PATRICK LAWRENCE, Fazeley, Tamworth Birmingham Pet Feb 28 Ord March 18

MARYON, J. H., Upper Clapton-road, Provision Dealer High Court Pet Feb 27 Ord March 15

MITCHELL, HERBERT, Harrogate, Bootmaker York Pet March 18 Ord March 18

OBRECHT, EUSEBE, Charterhouse st, Watch Manufacturer High Court Pet March 17 Ord March 17

PAGE, GEORGE JOSEPH, Birmingham, Builder Birmingham Pet March 16 Ord March 16

ROWLAND, JOHN, Stratford High Court Pet Feb 24 Ord March 16

SHACKLETON, BELTON, and WALTER HALL JONES, Bradford Engineers Bradford Pet March 14 Ord March 17
SHAW, FRANCIS, Burton on Trent, Labourer Burton on Trent Pet March 17 Ord March 17
SMALES, CHARLES HENRY, Consett, Durham, General Dealer Newcastle on Tyne Pet March 18 Ord March 18
SMITH, ERNEST EDWARD, Gillingham, Kent, Builder Rochester Pet March 16 Ord March 16
SPARKS, A H, Ilford, Essex, Builder Chelmsford Pet Feb 25 Ord March 15
SPARKS, JOHN, Brixham, Devon Plymouth Pet March 17 Ord March 17
SPERSHOTT, WALTER, Liphook, Hants, Miller Portsmouth Pet March 16 Ord March 16
TAYLOR, HAROLD ARTHUR, Chorlton cum Hardy, Manchester, Cycle Company's Manager Salford Pet Feb 17 Ord March 16
TEALE, WILLIAM BENJAMIN, Birmingham, Commercial Traveller Birmingham Pet March 16 Ord March 16
WILKINSON, THOMAS HENRY, Leicester, Painter Leicester Pet March 15 Ord March 16
WOODALL, THOMAS, Castleford, Yorks, Fruiterer Wakefield Pet March 17 Ord March 17
YOLE, HENRY, Lifton, Devon, Farmer Plymouth Pet March 16 Ord March 16
Amended notice substituted for that published in the London Gazette of Feb 3:
ARMSTRONG, PATRICK PETER, Old Trafford, Manchester, Slater Salford Pet Jan 16 Ord Jan 30
Amended notice substituted for that published in the London Gazette of March 7:
WATSON, WILLIAM FARNELL, South Moreton, Berks, Tutor Oxford Pet March 4 Ord March 4
Amended notice substituted for that published in the London Gazette of March 10:
DAWSON, JOHN, St John's Wood, Farrier High Court Pet March 8 Ord March 8
Amended notice substituted for that published in the London Gazette of March 14:
STUBBS, RICHARD JOHN, Hednesford, Staffs, Grocer Walsall Pet March 8 Ord March 8
Amended notice substituted for that published in the London Gazette of March 17:
BOWKETT, WILLIAM HENRY, Wolverhampton, Greengrocer Wolverhampton Pet March 14 Ord March 15

FIRST MEETINGS.

ALDIS, FREDERICK WILLIAM, Norwich, Florist March 30 at 12 30 Off Rec, 8, King st, Norwich
ANDERSON, JAMES, Tunbridge Wells, Doctor March 29 at 2.30 Swan Hotel, 56 and 58, The Pantyles, Tunbridge Wells
APLIN, EDWARD, Corfe Castle, Dorsets, Baker March 23 at 12.30 Off Rec, Endless st, Salisbury
BARRETT, OSCAR HARMON, Clapham, Theatrical Manager March 24 at 11 Bankruptcy bldgs, Carey st
BASS, JOHN ROBERT, jun, Gorleston, Norfolk, Labourer March 28 at 10.45 Lovewell Blake's, South Quay, Great Yarmouth
BINNS, HENRY GREENWOOD, Luddenden, nr Halifax, Engineer April 10 at 11.15 Off Rec, Townhall chmbrs, Halifax
BINNS, JOSEPH PICKLES, Luddenden, nr Halifax, Engineer April 10 at 11 Off Rec, Townhall chmbrs, Halifax
BLACKBURN, JOHN, and GEORGE BLACKBURN, Chorley, Lancs, Clothiers March 29 at 3 16, Wood st, Bolton
BRACEGIRDLE, SAMUEL, Congleton, Cheshire, Farmer March 28 at 11 Off Rec, 23, King Edward st, Macclesfield
BROWN, JOHN, Long Eaton, Derby, Builder March 23 at 3 Off Rec, 40, St Mary's gate, Derby
BROXAP, WALTER, Salford, Analytical Chemist March 29 at 2.30 Off Rec, Byrom st, Manchester
BRYAN, GEORGE ALFRED, Chiswick, Hire Trader March 28 at 3 Off Rec, 95, Temple chmbrs, Temple av
CHARLES, WILLIAM ARTHUR, and JAMES STEPHEN BLACKWELL, Leicester, Electrical Engineers March 28 at 2 30 Bankruptcy bldgs, Carey st
CLARK, MATEO, New Broad st, Railway Contractor March 29 at 11 30 Bankruptcy bldgs, Carey st
COOK, CHARLES HENRY, Bognor, Sussex, Clothier's Assistant March 28 at 2.30 Off Rec, 24, Railway app, London bridge
CONNOLLY, MADELINE, Cleveland st, Fitzroy sq March 29 at 11 Bankruptcy bldgs, Carey st
CROWE, ALBERT, South Heigham, Norwich, Bricklayer March 30 at 12 Off Rec, 8, King st, Norwich
DALE, SAMUEL, Hanley, Staffs, Collier March 29 at 11 Off Rec, King st, Newcastle under Lyme
DALLEN, EDWIN WILLIAM, Gloucester, Coal Merchant March 30 at 12 Off Rec, Station rd, Gloucester
DELL, PHILIP CHARLES, Chesham, Bucks, Brewer March 29 at 12 1, St. Aldate's, Oxford
DRAKE, JOSEPH, Doncaster, Draper March 28 at 2.30 Off Rec, Figtree ln, Sheffield
GARDINER, WILLIAM ALBERT, Hampton, Ironmonger March 29 at 12 30 24, Railway app, London bdge
GOODALL, JOSHUA HAMILTON, Castleford, Miller March 28 at 11 Off Rec, 6, Bond ter, Wakefield
GREENWOOD, ROBERT BURNS, Bacup, Brush Manufacturer March 28 at 11.15 Townhall, Rochdale
HAMER, HARRY MUSKMAN, Rushden, Chemist March 29 at 12.30 Off Rec, County ct bldgs, Sheep st, Northampton
HAZARD, CHARLES, Ryde, I W, Baker March 29 at 11 Off Rec, Newport, I W
HOOKHOOTT, JOHN, Woolston, Southampton, Shoemaker March 28 at 3.15 Off Rec, 172, High st, Southampton
HYLAND, JAMES, Barrymbey, Manchester March 29 at 3 Off Rec, Byrom st, Manchester
JONES, DAVID, Blaina, Mon, Innkeeper March 29 at 12 135, High st, Merthyr Tydfil
JOY, ALBERT, Dorneta, Baker March 23 at 1 Off Rec, Endless st, Salisbury
LEE, WILLIAM, Station cum Hazlewood, Yorks, Farmer March 30 at 12.15 Off Rec, 23, Stonegate, York
MCCARTHY, G A, Gunnersbury March 28 at 11 Bankruptcy bldgs, Carey st
MARSON, J H, Upper Clapton rd, Provision Dealer March 29 at 12 Bankruptcy bldgs, Carey st
MAUGHAN, HENRY, Crawcrook, Durham, Builder March 29 at 11.30 Off Rec, Mosaley chmbrs, Newcastle on Tyne
MITCHELL, HERBERT, Harrogate, Boot Maker April 4 at 12.15 Off Rec, 23, Stonegate, York
MITCHELL, WILLIAM, Fish st hill, Baker March 29 at 2.30 Bankruptcy bldg, Carey st
MOREWOOD, GEORGE EDWARD, Clapham March 29 at 11.30 24, Railway app, London bdge
MULES, SIDNEY GEORGE, Pentre, Swansea, Grocer March 29 at 2.15 Off Rec, 31, Alexandra rd, Swansea
OLIVER, FLORENCE MARIA, Poole, Dorset, Licensed Victualler March 29 at 1.30 Antelope Hotel, Poole
PAULY, MILES ARTHUR, Hove, Sussex, Builder's Clerk March 28 at 12 Off Rec, 4, Pavilion bldgs, Brighton
PEMBERTON, HENRY, Wolverhampton, Boatman March 29 at 11.30 Off Rec, Wolverhampton
PRICE, JOHN, Aston, Birmingham, Builder March 29 at 12 174, Corporation st, Birmingham
SAUL, FREDERICK GEORGE, Birmingham, Commercial Traveller March 29 at 11 174, Corporation st, Birmingham
SERGEANT, FREDERICK WILLIAM, Longton, Staffs, Publican March 28 at 10.15 Off Rec, King st, Newcastle under Lyme
SIDWELL, HENRY, Ilkeston, Derbys, Grocer March 28 at 12.30 Off Rec, 40, St Mary's gate, Derby
SMITH, ERNEST EDWARD, Gillingham, Kent, Builder March 30 at 4 115, High st, Rochester
SMITH, J J, West Kensington, Builder March 29 at 12 Bankruptcy bldgs, Carey st
SMITH, SAMUEL FREDERICK, Leeds, Joiner March 29 at 11 Off Rec, 22, Park row, Leeds
TAYLOR, HAROLD ARTHUR, Chorlton cum Hardy, nr Manchester, Cycle Company Manager March 30 at 2 30 Off Rec, Byrom st, Manchester
WALL, JAMES, Cheltenham, Builder March 28 at 4 County Court bldgs, Cheltenham
WASS, JOSEPHUS, Coalville, Leicesters, Joiner March 28 at 12 Off Rec, 40, St Mary's gate, Derby
WEBB, CHARLES, Kensington, Horse Dealer March 29 at 2.30 Bankruptcy bldgs, Carey st
WHITEHEAD, FRED, Oldham, Clerk March 29 at 3 Off Rec, Bank chmbrs, Queen st, Oldham
WILSON, JOHN, Wath upon Dearne, Tailor March 28 at 2 Off Rec, Figtree lane, Sheffield
WRIGHT, JOHN, Alfreton, Derbys, Clothier March 28 at 4 Off Rec, 40, St Mary's gate, Derby

ADJUDICATIONS.

APLIN, EDWARD, Corfe Castle, Dorset, Baker Poole Pet Feb 24 Ord March 17
BEVAN, CHARLES WESLEY, and JOHN WILLIAM BEVAN, Swansea, Ironmongers Swansea Pet March 16 Ord March 16
BEVAN, JOHN JAMES, Little Pulteney st, Leicester sq, Licensed Victualler High Court Pet Feb 9 Ord March 17
BINNS, JOSEPH PICKLES, Luddenden, nr Halifax, Engineer Halifax Pet March 15 Ord March 15
BINNS, HENRY GREENWOOD, Luddenden, nr Halifax, Engineer Halifax Pet March 15 Ord March 15
BROXAP, WALTER, Salford, Analytical Chemist Salford Pet March 3 Ord March 17
BURDETT, JOHN, Maidenhead, Nurseryman Windsor Pet March 15 Ord March 15
CHAPMAN, ROBERT, Gt Welnetham, Suffolk, Sub-Postmaster Bury St Edmunds Pet March 16 Ord March 16
COCHLIN, AUGUSTUS CHARLES TUDOR, Cardiff, General Dealer Cardiff Pet March 16 Ord March 16
COLE, SAMUEL, Green lanes, Newington Green, Builder Edmonton Pet March 17 Ord March 17
COLLYER, FREDERICK, Woolwich, Licensed Lighterman Greenwich Pet March 15 Ord March 15
CRAVEN, EDGAR JOSEPH, Thornton, nr Bradford Leeds Pet March 3 Ord March 16
CRAWFORD, WILLIAM RAMSEY, Cradley Heath, Staffs, Actor Dudley Pet March 17 Ord March 17
DILLON, LINN, Croydon, Builder Croydon Pet Jan 7 Ord March 16
DRAKE, JOSEPH, Doncaster, Yorks, Draper Sheffield Pet March 16 Ord March 16
FARBROTHER, ALFRED, Brabourne, Kent Canterbury Pet March 16 Ord March 16
FELTHAM, JAMES, Holyhead, Anglesey Bangor Pet March 8 Ord March 17
FERRLEY, THOMAS, Southampton, Warehouseman Southampton Pet March 17 Ord March 17
GEFFERIS, FREDERICK, Deptford, Barman Greenwich Pet Feb 17 Ord March 17
GOODALL, JOSHUA HAMILTON, Castleford, Yorks, Miller Wakefield Pet Feb 21 Ord March 18
HARLAND, JAMES EDWARD, Bradford, Plumber Bradford Pet March 15 Ord March 15
HOODHOOTT, JOHN, Woolston, Southampton, Shoemaker Southampton Pet Feb 28 Ord March 18
HUTCHINSON, ROBERT HOPWOOD PERCY, Rugby, Leicesters, Commission Agent High Court Pet Nov 14 Ord March 17
HYLAND, JAMES, Harpurhey, Manchester Manchester Pet Feb 28 Ord March 16
JEWELL, KATHERINE, Clare st, Clare Market High Court Pet Jan 20 Ord March 17
KYDD, ALEXANDER MACPHERSON, Manor Park, Essex, Builder High Court Pet March 13 Ord March 17
LEE, WILLIAM Tadcaster, Yorks, Farmer York Pet March 16 Ord March 16
MACDUFF, JAMES CHARLES, Newhaven, Sussex, Printer Eastbourne Pet Feb 24 Ord March 17
MITCHELL, HERBERT, Harrogate, Boot Maker York Pet March 18 Ord March 18
MITCHELL, NOAH, Regent st, Electrical Belt Maker High Court Pet Feb 3 Ord March 17
PAGE, GEORGE JOSEPH, Birmingham, Builder Birmingham Pet March 16 Ord March 18
PEARD, WINTHROP MACKWORTH, Blandford, Dorset, Wholesale Draper Dorchester Pet Feb 28 Ord March 17
PRICE, JOHN, Aston, Birmingham, Builder Birmingham Pet March 4 Ord March 18
ROBINSON, WILLIAM GEORGE JAMES, Oxford, Tobacconist Oxford Pet Feb 7 Ord March 15
SALEM, MURAD ISAAC, Cheetham, Manchester Manchester Pet Jan 19 Ord March 15
SAUL, FREDERICK GEORGE, Birmingham, Commercial Traveller Birmingham Pet Feb 28 Ord March 18
SCHMIDT, HEINRICH, Berwick st, Soho, Draper High Court Pet March 2 Ord March 17
SHACKLETON, BELTON, and WALTER HALL JONES, Bradford, Engineers Bradford Pet March 14 Ord March 17
SHAW, FRANCIS, Burton on Trent, Labourer Burton on Trent Pet March 17 Ord March 17
SPARKS, JOHN, Brixham, Devon Plymouth Pet March 17 Ord March 17
TAYLOR, HAROLD ARTHUR, Chorlton cum Hardy, nr Manchester, Cycle Company's Manager Salford Pet Feb 17 Ord March 17
UTAL, LEWIS, and BENJAMIN UTAL, Hoxton High Court Pet Feb 10 Ord March 17
WATSON, WILLIAM FARNELL, South Moreton, Berks, Tutor Oxford Pet March 4 Ord March 13
WEEKS, GEORGE YEATES, Bristol, Baker Bristol Pet March 6 Ord March 17
WILKINSON, THOMAS HENRY, Leicester, Painter Leicester Pet March 16 Ord March 16
WILLIAMS, HENRY HOWARD, Carmarthen, Licensed Victualler Carmarthen Pet March 10 Ord March 14
WOODALL THOMAS, Castleford, Yorks. Fruiterer Wakefield Pet March 17 Ord March 17
YOLE, HENRY, Lifton, Devon, Farmer Plymouth Pet March 16 Ord March 16

ADJUDICATION ANNULLED.

WRENN, HORACE EDGAR, Alton, Hants, Fancy Bazaar Manager Winchester Adjud Feb 16, 1899 Annul March 15

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